

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

**SAMUEL G. BREITLING AND
JO ANN BREITLING,**

Plaintiffs,

vs.

LVN CORPORATION, ET AL.,

Defendants.

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NO. 3:15-CV-00703

STATE OF TEXAS
COUNTY OF DALLAS
CITY OF SACHSE

AFFIDAVIT OF JOANN BREITLING

I, JoAnn Breitling, am beyond 18 years of age. I have resided in Dallas County all of my life. I have never been convicted of a crime. I am fully competent to make this affidavit in testimony of my personal knowledge and experience. I swear under the penalty of perjury and under the laws of Texas that my testimony herein is true and accurate.

My husband, Samuel Breitling, and I purchased our home located at 1704 Cornwall Lane, Sachse, Texas, on February 11, 1982. We refinanced our home on October 20, 2000. We never missed a payment on our loan and never had any problems with our mortgage servicers until we received a letter dated on or around May 15, 2008 when MGC Mortgage Inc. ("MGC") claimed to be the new servicer of our loan.

In June 2008 we had been approved to refinance our mortgage at 7% interest down from a predatory rate of 12.375%. MGC failed to provide us with a payoff balance. Our offer expired in mid-July. In late July we again applied for a refinance, but were denied even though we had never missed a mortgage payment because MGC failed to report our good credit to the credit reporting agencies. Our credit score dropped at least 75 points as a result of this. We paid Omega in McKinney Texas \$800 to repair our credit score damaged by MGC. But this was of no avail because MGC trapped us and has held our property hostage and deprived us of our liberty to enjoy it and make wise financial decisions about it.

In 2008 and 2009 MGC attempted to thwart our timely payments by claiming they needed at least three months to get our loan into their new computer system in Sudbury Massachusetts. They asked us to hold our payments during this time.

At the same time MGC claimed our loan was being transferred into their system. I asked MGC if we could modify our loan since they had deprived us of all opportunity to refinance. I filled out

a modification packet and mailed it overnight including all our tax returns and bank statements. I called periodically to check on the status of the modification. I was told a different story every time I phoned MGC. Eventually MGC claimed to have lost our modification packet, so I completed a second packet. That is when MGC asked us to have a "BPO" done prior to them modifying our loan. This was in early March of 2009.

A "BPO" is a broker price opinion. I'd never heard of this being done in connection with a modification so I told them I'd have to call them back to let them know. When I called MGC back and told them we'd agree to do the BPO, MGC then told us that the investor now required two separate BPOs to be done by separate parties at two separate times.

Because I live so close to Plano I saw employment ads on craigslist and other local online sources for MGC stating no experience necessary and only a high school diploma was required. This, along with MGC's requests for multiple BPOs and the fact that MGC didn't want to take our payments for such a long time became highly suspicious to us.

On or around March 11, 2009 I phoned MGC and demanded they accept all the payments we were holding as they had requested we do. MGC had Graystone Solutions take our payments.

Once MGC accepted our payments and we were current, I called MGC back to check on the status of our modification. MGC told me that our modification was closed because I had been marked "un-cooperative."

Since when is making your mortgage payments considered "un-cooperative"?

We received no statements from MGC until mid-summer 2009; and then we received them sporadically. We began to speak with attorneys during this time. As suggested by one of the attorneys we spoke with we sent MGC a "qualified written request" letter as defined by RESPA for a complete payment history from the inception of our loan. MGC phoned us and told us that our request had to be made with their "borrowers authorization form." We filled that out and re-sent it to MGC on March 30, 2009.

In April 2009 MGC called and told us that what I was requesting did not exist.

We hired attorney Emil Lippe in July 2009. He sent MGC a deceptive trade practices act "DTPA" letter in November 2009. MGC failed to respond and in February 2010 Emil filed our first lawsuit against Aames and MGC. We believed Aames still owned our loan and MGC was servicing it. We continued to make our payments on time to MGC throughout this time.

In April 2010 Emil told us to stop making payments because MGC's attorney told him he did not know who owned our loan. We questioned Emil about this and he sent us an email specifying this instruction. After this first lawsuit was filed we never received another phone call, statement, debt demand letter or any other communion from MGC until January 2013.

At this time we received a certified letter from MGC claiming we were in default. We gave that letter to our attorney at that time, Patricia McCartney, who immediately phoned MGC's attorney, Scott Hayes. She told us Scott Hayes told her to disregard the letter because it was generated in error. Later LNV used this letter in their foreclosure action filed on April 15, 2014.

We received no further debt demands or communications from MGC. Then in January 2014 we received a debt demand letter from Codilis & Stawiarski. In that letter they claimed their client was Dovenmuhle Mortgage Inc. We immediately responded with a debt dispute and validation request letter as required to invoke the Fair Debt Collection Practices Act. Codilis & Stawiarski

failed to provide us with validation of the debt and on April 10, 2014 I hand delivered a cease and desist letter to Dovenmuhle at their 1 Corporate Drive, Chicago, IL address.

On April 15, 2014 LNV filed a foreclosure lawsuit against us that failed to meet the requirements provided under Texas Rules of Civil Procedure 735 for expedited foreclosure on a Texas home equity loan, which we have. LNV was required to file an application as specified by these statutes; and we provided this court and the state court with evidence to show LNV and Codilis & Stawiariski knew how to file such an application as required by Texas statute.

On August 4, 2014 I was denied due process in violation of my constitutional rights under the fifth and fourteenth amendments and under the Texas constitution during a hearing presided over by Judge Dale Tillery. I was unexpectedly forced to represent my family's interests as a pro-se litigant, under horrific disadvantage after Tillery denied our first motion that day for a 30-day continuance to allow us time to find another attorney. He did this without ever hearing any argument or reviewing evidence and he never signed an official order. Tillery claimed we failed to file a timely answer to LNV's motion for summary judgment. We had filed a timely answer, when I told him we had he said "Well I never saw an answer."

I told him it was on the docket in front of him dated July 28, 2014 and it was timely filed by our prior counsel. He didn't even take the time to look for it. In a matter of minutes he denied all our pending motions and granted LNV's motion for summary judgment. (See case # DC-14-04053 in the Dallas County Civil District Court.)

On this note I noticed that beginning on the first weekend in April 2015 someone has been changing the docket records for this Dallas County Civil District Court case and for our prior cases DC-10-02189 and DC-11-07087. These changes include but are not limited to a change that shows Patricia McCartney as our attorney in DC-10-02189 when in fact Emil Lippe was our attorney in this case; and a change that shows us as pro-se litigants in DC-11-07087 when in fact Patricia McCartney as our attorney. The hearing held on August 4, 2014 in the DC-14-04053 now shows as being canceled. Other changes include the fact that it is no longer possible to find our cases by entering our name into the civil case name search. Our case is being watched by people all over the country and now unless they already know the case numbers they cannot locate our court records.

We intend to report this tampering of court records to the U.S. Justice Department, the FBI and other U.S. government authorities.

The defendants in our case removed our state complaint to Federal court the first time on or around September 16, 2014. They filed a related case notice in the present case [Docket # 2 - Civil Action No. 3:14-cv-3322-M] referencing this earlier removal.

While our complaint was in stay in the federal court awaiting remand (magistrate Judge David Horan had already recommended remand) LNV filed an eviction action against us in the Dallas J.P. court on January 13, 2015. This was an intentional abuse of judicial process done to cause us harm and to frustrate my efforts as a pro-se litigant by forcing me to fight in multiple courts.

On January 26, 2015 a hearing was held in Judge Gerry Cooper's court. Attorneys for LNV had filed a motion in limine on January 23, 2015. We never received a copy of this motion before the hearing, and it was never disclosed to us prior to or during the hearing that LNV filed a motion in limine. The other parties, including the judge know about the motion, but never disclosed to us that a motion in limine had been filed. This motion prevented us from presenting

any argument or evidence specific to the fact that we had an open case in state court (removed to federal court) raising genuine questions about title, servicing and origination. Texas law and case precedence make clear that the Texas J.P court lacks jurisdiction to decide possession when questions of title have not been adjudicated.

The federal court remanded our case back to state court on January 27, 2015.

We hired attorney JD Milks on February 18, 2015 out of fear we would be denied due process again at hearings if I continued pro-se. We had appealed Judge Copper's decision on the eviction. A hearing still wasn't set. A hearing was scheduled for February 23, 2015 in the state court to set aside the illegal sale of our property.

On February 20, 2015 Mr. Milks enrolled in our state case (Case DC-14-09604, Dallas County District Court now removed to this present court). Mr. Milks non-suited Judge Tillery the same day. He told us that no Texas judge would rule in our favor if we sued another judge. We told Mr. Milks that the Beal defendants would remove again if he didn't move quickly to file the things he promised to file and to set aside the sale of our home.

Mr. Milks asked me to pay the filing fee for the county eviction appeal, (Case # CC-15-00911-C) and told us he would handle everything else. We believed and trusted him.

A trial was scheduled for April 17, 2015 in that case by LNV's attorneys Sammy Hooda and Luke Madole. Mr. Milks was supposed to enroll in the county case to appeal of our eviction but we learned he hadn't done so the first week in April. We brought this to his attention and twice he told us he had enrolled.

Also the day Mr. Milks enrolled in our state case he canceled our hearing to set aside the sale scheduled for February 23, 2015. He told me he would re-schedule it but he never did. He told me he would file an amended complaint that dropped all of my claims except those specific a wrongful foreclose and he would file that early during the week after he had non-suited Tillery. He did not do this either; he did nothing.

The following Tuesday LNV and the other Beal defendants removed our case again to federal court, (the present Case 3:15-cv-00703 in this court.)

When they removed us to federal court, and I phoned Mr. Milks on his cell phone, I emailed him, and texted him, but he did not respond. He called me the following morning. He was brief, saying "I know, I know." Meaning that he had messed up and missed the window of opportunity in which he could set aside the illegal sale of our home in the state court by his inaction.

I had a conference call with Mr. Milks on March 6, 2015. Another Beal victim, Denise Subramaniam, was a party to that conference call. He told us he would remand the case back to state court, file a bill of review in the federal court, and stay LNV from evicting us. He did none of those things. In mid-March he sent me an email stating he was going to sue Andy Beal personally and pierce the corporate veil. That didn't happen either.

Less than a week after that, he told me Jason Sanders, Locke Lord attorney for LNV, wants to settle our case and they really do not want to evict us. (Sanders idea of settling is that we buy our house back at an exorbitantly inflated price.) Mr. Milks also began to file joint motions with LNV's attorney to extend LNV's filing deadlines without our knowledge or consent.

This helped LNV, but harmed us by placing us in the dilemma of having to fight a motion to dismiss when LNV's time to respond to our motion to remand was delayed beyond the time we had to respond to their motion to dismiss; all while fighting an eviction in the county court.

Mr. Milks still had not enrolled in the county case, leaving us in a terrible position. At the last minute we found another attorney, Wade Kricken, to represent us at that hearing.

Mr. Milks had filed a motion for leave of the court to file our amended complaint. This was unnecessary and was incorrectly done. Defendant's attorneys pointed out in [Doc 29, page 15, "...under the Texas Rules of Civil Procedure, the Breitlings would have a right to amend their pleadings without having to seek leave, which could further delay resolution of this case."

They claim we would do this as a delay tactic. This is NOT a delay tactic. When we filed our complaint, which should have evoked an automatic stay under Texas Rules of Civil Procedure 736.11, LNV had not yet violated that stay and sold our property to itself illegally. This is the crux of our amended complaint. It is not time barred because the defendants' violation of Texas law occurred on September 2, 2014. (This violation occurred less than a year ago, no statute of limitation has expired to bar us from relief.) This claim is a state matter.

Judge Barbara Lynn of this court had already acknowledged our intent to file an amended complaint, and all our pleadings made with this court in Case No. 3:14-cv-3322-M indicates our intent to amend our complaint to include the wrongful foreclosure and illegal sale of our home on September 2, 2014. (This is what Mr. Milks promised to do, but failed to do, before the defendants removed the case to federal court again. Had he done what he promised to do removal would have been impossible because our case would have had no federal questions.)

I first confronted Mr. Milks during the first week in April about the fact he was not showing up as our counsel in the docket for our county eviction appeal case. Twice after that he assured me he had enrolled. On or around April 13, 2015 I discovered that Mr. Milks STILL had not enrolled in that case.

The fact that Mr. Milks lied to me twice about enrolling when we had a hearing scheduled for April 17, 2015, is good cause to fire him. Any reasonable person would do so.

Additionally I had asked Mr. Milks to non-suit without prejudice all parties except LNV in the state court to simplify our case which had become burdensome. He did not want to do this; and his reluctance to do this is now the cause for considerable waste of court time, our time, and it again places us in a disadvantaged position as pro-se litigants because we have to fend off multiple attacks from different parties, who all are, in one capacity or another, simply acting as agents for LNV and acting as directed by LNV. We don't have billions of dollars at our disposal like Beal and his agents.

On Sunday night April 19, 2015 I emailed Mr. Milks and told him he was immediately terminated because of the harm his actions and inactions caused us; and because of the lies he told us. I concluded our conversation by asking him to "please prepare a joint motion of withdrawal." (He couldn't even get that right; the Honorable Judge Jane Boyle reprimanded him and threatened to sanction him if he didn't get it right on his third try. No one should be expected to retain an attorney who repeatedly demonstrates such a level of incompetence.)

On Monday April 20, 2015, Mr. Milks emailed me stating, "Please, please don't do this. We are so close to settling your case." I responded by telling him again that he was terminated and to please withdraw, but he kept emailing me.

On Friday, April 24, at 8:40 AM, I received a phone call from Jackie McDaniel, someone I do not know. My caller ID showed her number as 214-641-0191. She said that Mr. Milks asked her to call me, and he told her about my case. She said she was a former client of his and he had saved her home. She tried to convince me not to fire Mr. Milks and begged me to just listen to him and do everything he told me to do.

This is blatant breach of attorney client privilege. Mr. Milks violated his rules of professional conduct and in doing so he has completely comprised the integrity of our complaint against LNV for wrongful foreclosure. He has caused us immeasurable harm as a result.

Texas Property Code and Texas penal code make the forging of legal instruments for one's personal gain a criminal felony offense.

I personally spoke with Jeanne Stafford the notary who signed the assignment of deed of trust that purports to transfer beneficial interest to LNV. (Others have spoken with her and their conversations were taped.) She told me that she and KC Wilson, as an attorney-in-fact for Ellington Mortgage Partners (a hedge fund), signed 500 to 800 such instruments a day without knowing what they were signing. They also signed these instruments as other individuals (i.e. they forged the signatures of others not personally present.)

I personally spoke with Todd Craig at Ellington Mortgage Partners. He admitted to me that Ellington did no paperwork when they obtained the "asset" so they had none to provide LNV.

Beal's employee Jim Chambless sent an email to WFAA investigative reporter, Brett Shipp, dated September 30, 2014, which was forwarded to me, where he admits our chain of title was broken and he has no idea where the fracture occurred, but they "fixed" it.

A broken chain of title cannot be fixed except in the manner LNV is attempting to do so; with falsified and forged instruments. This is in violation to Texas Property Code 12.001. I personally spoke with investigator Mills at District Attorney Susan Hawks office about this and I filed a police report with the Sachse police department against D. Andrew "Andy" Beal as the master mind behind this fraud. (Complaint # 1500839)

None of our claims against LNV that put into issue matters related to title, the origination, servicing, or enforcement of the loan agreement, the contract, or the lien sought to be foreclosed, or the illegal foreclosure have ever been adjudicated.

Furthermore LNV's agent (Beal's MGC) has committed a pattern of fraud extending over a period of many years involving many victims. Catherine Gebhardt in Tennessee is another Beal victim who experienced MGC's tactics to intentionally put her mortgage into a default through no fault of her own.

As evidence for my claims of fraud and misappropriation of funds I have attached to this affidavit as my Exhibit A a copy of a canceled \$6,000 dollar certified cashier's check Cathy made payable to MGC in October 2008. It is stamped on the back as being paid to Beal Bank on October 29, 2008. This was to cover three months of payments on her mortgage.

Cathy was told by GMAC that MGC would be taking over servicing of her loan and to mail this check to them; which she did using the 7195 Dallas Parkway, Plano Texas address GMAC gave her. (She later discovered this is an empty lot and mail delivered there is "force delivered" to 6000 Legacy Drive, Plano Texas, the address for Beal Bank.)

MGC put Cathy into a trumped up default claiming that they never received this payment or other payments she made. Exhibit A also includes a letter dated June 23, 2011 from MGC attorney Erica Thomas stating that MGC took over servicing of Cathy's loan "on or around July 1, 2009" and they never received any payments from her.

If Beal's MGC took over servicing of Cathy's loan in 2009 then how would Cathy have known to send a check to MGC in October 2008?

Numerous consumer complaint letters were written to Texas Attorney General Greg Abbott (now Texas' governor) about Beal's MGC. The common theme of these letters is misappropriation of payments resulting in a false default, threats of foreclosure, with numerous attempts to modify all thwarted by Beal's MGC; and finally foreclosure.

I've attached to this affidavit as Exhibit B a small selection of these letters obtained from the Texas AG's office in support of my claims.

A letter written to MGC by Abbott's office dated October 4, 2010 is also attached to this affidavit as Exhibit C. In this letter the Texas AG informs MGC (i.e. Beal) that foreclosing on properties using "robo-signed" mortgage related documents was in violation of Texas penal code and numerous rules of Texas civil procedure and that foreclosure sales resulting from the use of such documents would be invalid.

This evidences the fact that Beal knows using such forged and robo-signed documents is criminal. Beal's LNV and his agents (the other Beal defendants) knowingly used "robo-signed" mortgage related documents with intent to deceive the courts and to foreclosure illegally on our property.

The United States convicted Lorraine Brown of conspiracy to commit mail and wire fraud for the exact same crimes Beal is committing. Lender Processing Services Inc. (LPS) was the corporate vehicle used to commit Brown's crimes. The LPS Desktop software contains the products of her crimes and those products are still being used by Beal and other co-conspirators. (See: <http://www.justice.gov/opa/pr/former-executive-florida-based-lender-processing-services-inc-admits-role-mortgage-related>; and <https://www.scribd.com/doc/246870528/Breitlings-Motion-for-Judicial-Notice-Lorraine-Brown-Criminal-Conviction>).

Beal almost exclusively uses law firms that are "LPS Service Providers." Codilis & Stawiariski and Dovenmuehle are LPS service providers. These LPS service providers use the "LPS Desktop" database computer system which houses the products of Brown's crimes. These attorneys are more than willing to produce forged documents (legal instruments) for Beal's shell corporations, to abuse the judicial process and to intentionally submit false forged documents to courts as genuine with intent to deceive judges into believing one of Beal's shell corporations has standing to foreclose when they don't so Beal can confiscate property belonging to others for his personal gain.

Beal hates to lose. He hates courts when they rule against him. He once took out a full page ad in the Wall Street Journal blasting the New York judiciary because a New York judge ruled against him. He also wrote a letter to Ben Bernanke via a full page ad in the Wall Street Journal. This ad is attached Exhibit D to this affidavit.

Notice the publish date of March 18, 2008. Many of the forged deed assignments for property belonging to other Beal victims are dated March 10, 2008. At least eight Beal victims had

forged deed assignments signed by the same parties as officers of different financial institutions, all executed on March 10, 2008. Beal incorporated his LNV in Nevada on March 17, 2008.

I'm certain Beal didn't write this letter out of a genuine concern for the Federal Reserve; he was angry because he realized he gambled with the Wall Street banks and got burned. They sold him uncollateralized debt.

Further evidence of the fact Beal knows the legal documentation needed to foreclose on properties was not included in the deals he made with Wall Street Trusts and other entities is another full page ad Beal placed in the Wall Street Journal though yet another one of his shell corporations, CXA Corporation. See Exhibit E attached herein.

Beal hates to lose so much that in addition to forging legal instruments for personal gain he appears to resort even more sinister acts of undue influence and graft. When homeowners, like us and the other Beal victims, fight back in court and their attorneys begin to win strange things happen.

Like what Mr. Milks did to us, attorneys begin to make unbelievable mistakes that cause great harm to their own clients; but these acts significantly benefit Beal and his agents. The apparent level of incompetence demonstrated by Mr. Milks is not an isolated event. And each time it happens to yet another Beal victim it becomes more difficult to dismiss as mere incompetence.

Jo Ann Breitling

JoAnn Breitling

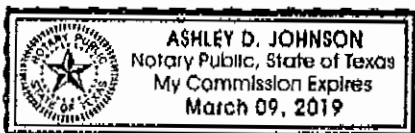
214-674-6572

State of Texas

County of North Harris

SWORN to and SUBSCRIBED before me, the undersigned authority, on the 26 day of May,

2015, by Ashley Johnson



Ashley Johnson
Notary Public, State of Texas

Exhibit A

To Affidavit of JoAnn Breitling

1. <u>DATE</u> 2. <u>TIME</u> 3. <u>LOCATION</u> 4. <u>WEATHER</u> 5. <u>WIND</u> 6. <u>SEA</u> 7. <u>SWELL</u> 8. <u>WAVE</u> 9. <u>WAVE</u> 10. <u>WAVE</u> 11. <u>WAVE</u> 12. <u>WAVE</u> 13. <u>WAVE</u> 14. <u>WAVE</u> 15. <u>WAVE</u> 16. <u>WAVE</u> 17. <u>WAVE</u> 18. <u>WAVE</u> 19. <u>WAVE</u> 20. <u>WAVE</u> 21. <u>WAVE</u> 22. <u>WAVE</u> 23. <u>WAVE</u> 24. <u>WAVE</u> 25. <u>WAVE</u> 26. <u>WAVE</u> 27. <u>WAVE</u> 28. <u>WAVE</u> 29. <u>WAVE</u> 30. <u>WAVE</u> 31. <u>WAVE</u> 32. <u>WAVE</u> 33. <u>WAVE</u> 34. <u>WAVE</u> 35. <u>WAVE</u> 36. <u>WAVE</u> 37. <u>WAVE</u> 38. <u>WAVE</u> 39. <u>WAVE</u> 40. <u>WAVE</u> 41. <u>WAVE</u> 42. <u>WAVE</u> 43. <u>WAVE</u> 44. <u>WAVE</u> 45. <u>WAVE</u> 46. <u>WAVE</u> 47. <u>WAVE</u> 48. <u>WAVE</u> 49. <u>WAVE</u> 50. <u>WAVE</u> 51. <u>WAVE</u> 52. <u>WAVE</u> 53. <u>WAVE</u> 54. <u>WAVE</u> 55. <u>WAVE</u> 56. <u>WAVE</u> 57. <u>WAVE</u> 58. <u>WAVE</u> 59. <u>WAVE</u> 60. <u>WAVE</u> 61. <u>WAVE</u> 62. <u>WAVE</u> 63. <u>WAVE</u> 64. <u>WAVE</u> 65. <u>WAVE</u> 66. <u>WAVE</u> 67. <u>WAVE</u> 68. <u>WAVE</u> 69. <u>WAVE</u> 70. <u>WAVE</u> 71. <u>WAVE</u> 72. <u>WAVE</u> 73. <u>WAVE</u> 74. <u>WAVE</u> 75. <u>WAVE</u> 76. <u>WAVE</u> 77. <u>WAVE</u> 78. <u>WAVE</u> 79. <u>WAVE</u> 80. <u>WAVE</u> 81. <u>WAVE</u> 82. <u>WAVE</u> 83. <u>WAVE</u> 84. <u>WAVE</u> 85. <u>WAVE</u> 86. <u>WAVE</u> 87. <u>WAVE</u> 88. <u>WAVE</u> 89. <u>WAVE</u> 90. <u>WAVE</u> 91. <u>WAVE</u> 92. <u>WAVE</u> 93. <u>WAVE</u> 94. <u>WAVE</u> 95. <u>WAVE</u> 96. <u>WAVE</u> 97. <u>WAVE</u> 98. <u>WAVE</u> 99. <u>WAVE</u> 100. <u>WAVE</u>	1. <u>DATE</u> 2. <u>TIME</u> 3. <u>LOCATION</u> 4. <u>WEATHER</u> 5. <u>WIND</u> 6. <u>SEA</u> 7. <u>SWELL</u> 8. <u>WAVE</u> 9. <u>WAVE</u> 10. <u>WAVE</u> 11. <u>WAVE</u> 12. <u>WAVE</u> 13. <u>WAVE</u> 14. <u>WAVE</u> 15. <u>WAVE</u> 16. <u>WAVE</u> 17. <u>WAVE</u> 18. <u>WAVE</u> 19. <u>WAVE</u> 20. <u>WAVE</u> 21. <u>WAVE</u> 22. <u>WAVE</u> 23. <u>WAVE</u> 24. <u>WAVE</u> 25. <u>WAVE</u> 26. <u>WAVE</u> 27. <u>WAVE</u> 28. <u>WAVE</u> 29. <u>WAVE</u> 30. <u>WAVE</u> 31. <u>WAVE</u> 32. <u>WAVE</u> 33. <u>WAVE</u> 34. <u>WAVE</u> 35. <u>WAVE</u> 36. <u>WAVE</u> 37. <u>WAVE</u> 38. <u>WAVE</u> 39. <u>WAVE</u> 40. <u>WAVE</u> 41. <u>WAVE</u> 42. <u>WAVE</u> 43. <u>WAVE</u> 44. <u>WAVE</u> 45. <u>WAVE</u> 46. <u>WAVE</u> 47. <u>WAVE</u> 48. <u>WAVE</u> 49. <u>WAVE</u> 50. <u>WAVE</u> 51. <u>WAVE</u> 52. <u>WAVE</u> 53. <u>WAVE</u> 54. <u>WAVE</u> 55. <u>WAVE</u> 56. <u>WAVE</u> 57. <u>WAVE</u> 58. <u>WAVE</u> 59. <u>WAVE</u> 60. <u>WAVE</u> 61. <u>WAVE</u> 62. <u>WAVE</u> 63. <u>WAVE</u> 64. <u>WAVE</u> 65. <u>WAVE</u> 66. <u>WAVE</u> 67. <u>WAVE</u> 68. <u>WAVE</u> 69. <u>WAVE</u> 70. <u>WAVE</u> 71. <u>WAVE</u> 72. <u>WAVE</u> 73. <u>WAVE</u> 74. <u>WAVE</u> 75. <u>WAVE</u> 76. <u>WAVE</u> 77. <u>WAVE</u> 78. <u>WAVE</u> 79. <u>WAVE</u> 80. <u>WAVE</u> 81. <u>WAVE</u> 82. <u>WAVE</u> 83. <u>WAVE</u> 84. <u>WAVE</u> 85. <u>WAVE</u> 86. <u>WAVE</u> 87. <u>WAVE</u> 88. <u>WAVE</u> 89. <u>WAVE</u> 90. <u>WAVE</u> 91. <u>WAVE</u> 92. <u>WAVE</u> 93. <u>WAVE</u> 94. <u>WAVE</u> 95. <u>WAVE</u> 96. <u>WAVE</u> 97. <u>WAVE</u> 98. <u>WAVE</u> 99. <u>WAVE</u> 100. <u>WAVE</u>
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87K 471-7886-1423946779

Important: click on ⓘ symbols next to the information before using it. [Dismiss](#)

[Routing Numbers](#) | [Link to Us](#)

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BEAL BANK SSB Routing Number

BEAL BANK SSB routing information

Bank Name	BEAL BANK SSB
Routing Number	311993330 ⓘ
Address	6000 LEGACY DRIVE ⓘ
City	PLANO
State	TX
Zip Code	75024-0000

Advertisement

Accept Credit Cards
in QuickBooks

- ⓘ Eliminate double entry
- ⓘ Get paid anywhere
- ⓘ No contract
- ⓘ Free reader

Try It Now

intuit.

BEAL BANK SSB routing information

Telephone Number	(469) 467-5000 ⓘ
Office Type	Main
Servicing Number	111000038
Record Type Code	1
Institution Status Code	1
Record Revision Date	2010-02-11

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MGC Mortgage, Inc.

7195 Dallas Parkway
Plano, Texas 75024
www.mgcmortgage.com
Tel 866-973-3399

June 23, 2011

Ms. Sheila Houser, Administrative Assistant
Congress of the United States, House of Representatives
P.O. Box 1728
Kingsport, TN 37662

RE: Ms. Catherine Gebhardt
7753 Thomas Cross Road, Sevierville, TN 37876
Loan Number 1423946779

Dear Ms. Houser:

MGC Mortgage, Inc ("MGC") is in receipt of the correspondence submitted on behalf of Ms. Catherine Gebhardt ("Borrower") dated May 26, 2011. Thank you for your patience while MGC researched this inquiry.

The Borrower's loan was originated with a mortgage broker employed at PrimeONE Mortgages in Sevierville, Tennessee. The mortgage broker secured an approval for the Borrower's loan through Sebring Capital Partners, LP who funded the loan on November 7, 2002 in the amount of \$243,100.00. The Borrower signed an Adjustable Rate Note ("Note") indicating that she agreed to the initial interest rate of 9.500% per annum which was subject to change beginning on December 1, 2004 and every sixth month thereafter. The Note indicates that the Note Holder (currently LNV Corporation) will calculate the Borrower's new interest rate by adding 8.750% to the current LIBOR Index. The interest rate is limited to increases and decreases of no more than 1.500% from the prior interest rate on any given change date. The interest rate will never be greater than 16.500% or less than 9.500%. With each of these terms bolded on the Note, the Borrower indicated her acceptance of said terms by signing the Note on November 7, 2002. Certified copies of the original Note, Deed of Trust, and applicable Riders are enclosed for your review.

We have also enclosed a copy of the Truth in Lending Disclosure Statement ("TIL") signed by the Borrower on the date of origination. The TIL outlines the payment and finance terms of the loan and indicates the exact amount a borrower will pay for the loan they are obtaining. In the Borrower's case, the TIL indicates that she will finance \$237,460.52, and the total finance charge will be \$549,576.73, amounting to \$787,037.25 for the total sum of payments to be made on this loan. Given this information, the Borrower was aware that the amount of interest would surpass the principal amount of the loan she agreed to, as it does in many real estate transactions.

As you are aware, MGC did not originate the Borrower's loan; therefore, we are unable to address any issues that may have occurred at origination. The Borrower or her counsel may contact the loan originator for information regarding the origination. However, per the Borrower's request, we are enclosing a copy of the Settlement Statement that she signed at closing.

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Ms. Sheila Houser, Administrative Assistant
 Congress of the United States, House of Representatives
 June 23, 2011
 Page Two

As previously mentioned, the original loan amount the Borrower agreed to was \$243,100.00. Her current principal balance is \$234,914.99, which indicates that \$8,185.01 has been applied to principal during the life of the loan; therefore, the allegation that no payments have been applied to principal on this loan is false. Additionally, Section 2 of her Deed of Trust indicates that payments, "...shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note..." MGC has received no payments since we acquired servicing of the loan from GMAC Mortgage on or around July 1, 2009. Enclosed is a copy of the payment history. If the Borrower disputes application of a specific payment, she may provide us that information and we will conduct further research.

While the current principal balance is \$234,914.99 with the next installment due date of December 1, 2008, this amount does not reflect the payoff of the loan. In a letter dated January 27, 2011 from our attorney Shapiro & Kirsch, LLP, the Borrower is informed that the total amount of the debt is \$281,373.08. That amount includes the principal, interest, fees, and escrow which are required to pay off the loan and make up a substantial amount of the payoff due to the delinquency of the loan. As of January 27, 2011, the payoff of the loan was calculated as follows:

Principal Balance:	\$234,914.99
Interest through 4/19/2010:	\$ 37,022.99
Escrow Advances:	\$ 5,446.98
Total Fees:	\$ 12.00
Accumulated Late Fees:	\$ 1,313.51
Recoverable Balance:	<u>\$ 2,662.61</u>
Total Balance:	\$281,373.08

As of April 26, 2011, the payoff of the loan was calculated as follows:

Principal Balance:	\$234,914.99
Interest through 4/26/2011:	\$ 59,767.87
Escrow Advances:	\$ 11,764.86
Total Fees:	\$ 355.25
Accumulated Late Fees:	\$ 716.91
Recoverable Balance:	<u>\$ 3,010.11</u>
Total Balance:	\$310,529.99

Shapiro and Kirsch, LLP also provided the Borrower with a reinstatement quote which included a foreclosure expense breakdown for this loan on April 14, 2011 (enclosed). The Borrower's letter mentions that she is requesting a detailed accounting of this breakdown; therefore, we have enclosed information which only addresses the amounts due through April 14, 2011. Please be advised that our attorneys are unable to provide reinstatement figures for future dates due to the delinquency of the loan and the charges that may accrue as a result of the delinquency.

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Ms. Sheila Houser, Administrative Assistant
Congress of the United States, House of Representatives
June 23, 2011
Page Three

The listed amounts within the April 14, 2011 letter are substantiated by the loan history which has previously been provided to the Borrower's counsel, and we will enclose for your review. We are providing as much loan history as we have been afforded. If the Borrower requires a current itemization of the total amounts owed on this loan, she may contact our Customer Service Department at (877) 471-7888 to order a payoff.

The letter from the Borrower's counsel suggests that this loan requires a \$250,000.00 balloon payment upon maturity. Please observe that the Note indicates that the loan matures on December 1, 2032 and does not indicate that there is a balloon payment at that time, though does state that if amounts are still owed under the Note, they will be paid on that date. The Deed of Trust further supports that statement by indicating that no Balloon Rider is required for this loan in the "Definitions" section (H).

Please be advised that while the letters from the Borrower and her counsel state that the Borrower has encountered significant economic hardship and that we should review the loan prior to proceeding with foreclosure, we have received no information from the Borrower requesting a modification or loan workout. This may have been requested from prior servicers, though MGC requires current information from the Borrower to consider her loan for any loss mitigation efforts. We have placed numerous telephone calls to the Borrower for collection and workout efforts; though have been unsuccessful in reaching the Borrower. We are willing to consider the Borrower's loan for loss mitigation if she contacts our Loss Mitigation Department at (877) 609-4727 to initiate the process. We will place the foreclosure proceedings on hold for 30 days to allow the Borrower time to submit a complete loss mitigation package. For the Borrower's convenience, we are enclosing a loss mitigation package with this letter.

As previously stated, we are enclosing certified copies of the Note, Deed of Trust, and applicable Riders. Additionally, we will enclose the Assignments for this loan. Unfortunately, we are unable to provide original documents to the Borrower for her inspection as these documents must remain in our files; therefore, we are providing certified copies of the original documents. Regarding loan transfers, we have enclosed the transfer letters we have previously sent to the Borrower.

On or around April 1, 2010, MGC entered into a relationship with Dovenmuehle Mortgage, Inc. ("DMI") at which time DMI agreed to sub-service MGC's loans. The Borrower was made aware of this relationship in the Welcome Letter sent to her on or around March 16, 2010, which we have enclosed for your reference.

MGC Mortgage, Inc.

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Plano, Texas 75024
www.mgcmortgage.com
Tel 866-973-3399

Ms. Sheila Houser, Administrative Assistant
Congress of the United States, House of Representatives
June 23, 2011
Page Four

We would like to assist the Borrower in keeping her home and encourage her to contact our Loss Mitigation or Customer Service Departments at the aforementioned telephone numbers to discuss modification or workout options.

Sincerely,

Erica Thomas /mc

Erica Thomas
Vice President

cc: Ms. Catherine Gebhardt

Enclosures

Exhibit B

To Affidavit of JoAnn Breitling



Consumer Protection Division

Complaint Form Report

Today's Date: 07/22/2009 8:46

Date Filed: 7/18/2009

Complaint: 310484

Attorney General of Texas**Greg Abbott****Consumer's Information:****Name:** Funk, Charles**Home Phone:** (517)4883636**Address:** 1835 Merganser**Work Phone:****City, State, Zip:** Holt, MI 48842**Age:** 30 to 39**County:****Support documents will be sent:****Business or individual complaint is filed against:****Business:** MGC Mortgage**Phone:** (866)544-9820**Address:** 7195 Dallas Parkway**Contact Person:** To whom it may concern**City, State, Zip:** Plano, TX 75024**Website:****County:****Email address:****First Contacted Via:****Contract Signed:** No

(other):

Original Amount:**Solicitation Other Language:** No**Amount Paid:****Where transaction took place:** Dallas**Payment:** Unknown

(other):

Date Of Payment:**Transaction Dates:****Complained to Business:****If so, when?****Business Response?**

They have failed to respond to numerous messages left for them to contact me.

Have you contacted another agency or attorney about this complaint?**Name and Address of agency or attorney?****What action was taken by this agency or attorney?****Description Of Complaint:**

Last summer I recieved word from my previous mortgage company that my mortgage was being transferred to MGC mortgage. I contacted MGC mortgage asking where my mortgage was to be sent. They stated they would be sending me a "welcome package" that would contain that information along with payment coupons.

*never recieved payment coupons until Jan 2009.

*Asked for loan modification back in August of 2008.

*Heard nothing about loan modification.

*re-contacted MGC in Jan 2009 about loan modification.

*they stated they never recieved anything. requested documents be re-faxed.

*I re-faxed documents.

*Heard nothing until served with foreclosure paperwork in May 2009 stating house was to be sold June 21st 2009.

*Put in contact with a Mr. Mcgraff after demanding to speak with a supervisor NOW (everytime I asked to speak with one prior I was transferred to a general voicemail.

*Mcraff very condescending and sarcastic.

*Stated loan modification was being completed and requested 1040A.

*faxed him 1040A

*requested formal paperwork from MGC noting how much they were saying I owed them and paperwork stating that if they recieved funds owed that the



Consumer Protection Division

Complaint Form Report

Today's Date: 07/22/2009 8:46

Date Filed: 7/18/2009

Complaint: 310484

Attorney General of Texas

Greg Abbott

foreclosure sale would be rescinded.

*told by Mcgraff that thier attorneys would draft this paperwork and send it to me.

-I was never sent this paperwork-

*House was sold on May 28th 2009 instead of stated June 21st 2009 as stated on served paperwork.

I denoted certain events to make it easier for you guys to read but as I am sure you can guess there have been numerous phone call from me to MGC to no avail. They lied to me about modifying my loan all this time until it was foreclosed on not allowing me to take any alternative course of actions to save my home from the Sheriffs sale. Had I known they had no intention on modifying my loan I would have sought other remedies to save my home. the bottem line is this. I'm not denying that I owe MGC some back payments but they won't tell me what and how much. They wouldnt even send me a breakdown of missed payments or paperwork stating that if they recived these payments my house would be saved, as they said "thier attorneys would" I even contacted Bank Beal of Nevada (who owns LNV CORP who own my loan who in turn has MGC service their mortgages)

And they apologized for MGC's behavior. The gentlemen even googled MGC and after seeing all the complaints against them apologized again and stated "at least I'm not alone" Even he contacted MGC and I guess lit some fires because this is when finally after 6 months got a call from MGC first and this is when Mcgraff told me he would "personally oversee my loan modification"

This still never happened.

My last point is that they served me paperwork in early May stating it would be sold in June 21st. that would have given me at least a month to make other arrangements but they sold it May 28th 2009 and let me believe I could still save my home up until June 20th 2009 because MGC was still telling me they were modifying my loan and sending me paperwork up until June 20th 2009.

In MI we have a six months redemption period. Since they lied to me and sold the home in May and not in June I have until Sep 28 to redeem my home.

Instead of pursuing this matter any further legally, all I'm requesting is that MGC to do what they stated they were doing since fall of 2008 and modify my loan as promised and let me retain my home for my family.

Thank you for your time

Charles Funk

Texas Office of the Attorney General
Consumer Protection Complaint Gathering Docket Summary

E313548

Complaint Information

Complaint: 313548 *Updated by* [REDACTED] *on* 08/13/2009 @ 03:20 PM

Analyst: Gloria Frontierro - El Paso

Age Category: (not specified)

Method: Postal Mail-Complaint Form

Status: Closed

Substatus: Non-mediated

Restitution:

Sup Docs: No

Referral:

By Agency:

Address:

To Agency:

Address:

Referral: 00/00/0000

Dates:

Acknowledged: 00/00/0000

Received: 08/13/2009

Closed: 08/13/2009

Retention: 09/01/2011

Opened: 00/00/0000

Summary: Compl/Sc/Att/Exhibit: C has been trying to communicate with R to discuss their loan and the current default condition.

Complainant Information

Consumer: Jack L. & Cynthia O. Barr

Type: Consumer

Address: 6109 Louisville Drive
Lubbock, TX 79413

Phone Home: 806-6320941

Work: 806-7770341

Respondent Information

Company: MGC Mortgage - Primary

SIC: 6162 - Credit-Mortgage Company

Summary:

Contact:

Title:

Branch:

Address:

Phone:

Fax:

313548

August 11, 2009

Mr. James Daross, Assistant Attorney General
Office of the Attorney General of Texas – El Paso Regional Office
Consumer Protection and Public Health
401 E. Franklin Ave., Suite 530
El Paso, TX 79901

RECEIVED

AUG 13 2009

OFFICE OF THE ATTORNEY GENERAL
CONSUMER PROTECTION DIVISION
EL PASO REGIONAL OFFICE

RE: MGC Mortgage Loan No. [REDACTED]
Jack L. Barr and Cynthia O'Neal Barr
6109 Louisville Drive
Lubbock, TX 79413

Dear Mr. Daross –

On May 13, 2009 I mailed a note to you accompanied by a letter to MGC Mortgage, Inc. requesting contact with them in order to discuss my loan and the current default condition. I also included a Consumer Complaint (Form 05-002-E, March 2004) as advised by Sharon Shaw, Assistant Attorney General in the Lubbock office. My loan with CitiResidential Lending was transferred to MGC Mortgage, Inc. in September 2008. My last payment to CitiResidential Lending (ck. #1816 for \$1,242.04 dated 8/28/08 and mailed 8/29/2008) was never debited from my account. I received a letter from MGC Mortgage, Inc. dated 9/11/2008 informing me of this transfer but I did not open the letter until discovering that my CitiResidential account was no longer available online at the end of September 2008. I did not receive any notice from CitiResidential that my loan was being transferred except an Estimate of Year to Date Activity dated 9/3/2008. I received a second notice of this transfer from MGC Mortgage dated 10/6/08. At this time I tried to contact their Borrower Relations Department at the 866-544-9820 number on the notice but was never able to talk to any person, just recordings where I left my new loan number, name and phone numbers. The first statement I received from MGC Mortgage was dated 10/24/2008 which included Fees Billed for -\$21,054.82 and -\$11.00 posted on 10/8/2008 and Miscellaneous Transaction credits for \$459.98 and \$538.85 (Escrow) posted on 10/17/2008 and late charges due of \$752.82. The 11/17/2008 statement had no activity noted and the 12/1/2008 statement indicated Fees Billed at \$12.00 and Real Estate Taxes at \$2,712.00 (posted 12/08/2008). After this statement I only received three statements (dated 2/17/2009, 3/17/2009 and 5/16/2009) which noted the -\$11.00 Fees Billed on each of the statements. During this time I tried contacting MGC with the same results (never being able to talk to anything but a recording).

I received a letter from MGC Mortgage dated 3/5/2009 stating our default in payment has made it necessary to consider taking legal action and requesting \$32,269.85 in certified funds to reinstate the account. Again I started in earnest trying to contact MGC multiple times daily with no direct contact with anything but a recording. I contacted the HUD approved counseling agency at the number provided in the 3/5/2009 mailing and set up

an appointment with Ms. Rosario Frausto with Money Management International on March 27, 2009. Ms. Frausto reviewed our financial statement and helped us develop an Action Plan which recommended we contact our lender about loan modification or refinance to make good on the missing payments by discussing a repayment plan. We also discussed the possibilities of a pre-foreclosure sale or short sale option. These all involved interaction with the mortgage lender. Ms. Frausto even tried to contact MGC Mortgage by phone, fax and e-mail during our conference period with the same non-responsive results. With this action plan I continued to attempt to contact MGC with no results. I received a Notice of Acceleration of Loan Maturity from the attorneys retained by MGC, Mackie Wolf & Zientz, P.C. dated April 27, 2009.

With the Obama administration's focus on the mortgage crisis and encouraging refinancing mortgages to avoid default, we contacted a local realtor, WestMark Realtors, and discussed options that might be available from the stimulus package the president proposed in March 2009 with Frank and LaJuana Harmon. Although they were not aware of any incentives other than contacting another mortgage company about refinancing, they did suggest I might talk to the state Attorney General's office. On 5/11/2009 I met with Sharon Shaw in the Lubbock OAG office. We also tried to contact MGC from her office and actually spoke to a person who then transferred me to a recording. Ms. Shaw recommended I contact you. I continued trying to reach MGC Mortgage but had yet to talk to any one person at MGC about my loan situation. I contacted the attorneys for MGC on June 29, 2008 and asked if there was anyway we could discuss our loan with them and they said we would have to contact MGC and only MGC could make that determination. The latest calls to MGC request that you enter your loan number or social security number and I receive a recording that there is no such account with MGC. On Friday, August 8, 2009, my wife was served with the Order for Foreclosure in the 99th District Court of Lubbock County. I called Mackie Wolfe & Zientz on Friday 8/8/2009 and told them of our difficulties in contacting MGC Mortgage and asked if they had a number that we could use to reach an actual person at MGC. They gave me the 866-300-2484 number to call and I talked to Tammy who said I would need at least one-half of the \$36,000± in arrears that we owe before they would consider reinstating our loan. She suggested I borrow against my retirement account or any other means available to me to come up with the lump sum amount. I contacted MGC again Tuesday 8/11/2009 after talking with a TRS representative who said I cannot access my retirement account unless my employment with the state is terminated. When I talked with Patsy on Tuesday she said I would have to make up the arrearage in 3 or 4 lump sum payments and gather all my financial information before they would even consider reinstating the loan. She said the mortgage company would have to be the number one priority and they would not even consider working with us if they find we have any annuity, investments or other income we are not disclosing. She said they do not accept any money from Obama's incentives and have no interest in doing any loan modifications or refinancing at a lower rate. I told her that I would have to contact them after gathering the financial information. It is amazing that we could never talk to anyone at MGC Mortgage about our loan until the Order for Foreclosure was filed.

I would never have dreamed we would ever be in this situation in the first place. Cyndi and I were married in August 1994 and the month after our first anniversary my mother was [REDACTED]. At that time, the local [REDACTED] said there was nothing they could do for her so we traveled to [REDACTED].

[REDACTED] She found that the [REDACTED] shortly before Christmas 1998. She died January 2, 1999. In March 1999, my father was [REDACTED]. He died September 19, 2000. Cyndi's father was [REDACTED].

[REDACTED] After [REDACTED] he was moved into our home to convalesce. He continued to stay with us until [REDACTED]. Due to the stress on my wife and me staying up with him at nights and working during the days, we admitted her father into a [REDACTED].

[REDACTED] We requested that he be evaluated for Medicare rehabilitation [REDACTED].

[REDACTED] and we refused to pay until the proper submissions were completed. Cyndi's father was evicted and the [REDACTED] filed suit against Cyndi and her father for the balance in question. After three years in court, the judge ruled in favor of the [REDACTED] and we had to pay the original \$26,122.93 amount in dispute plus interest, attorney fees and court costs for a total amount of \$49,788.48 in one lump sum (March 2008). Due to this financial stress we got behind on Cyndi's student loans and they offset our expected \$8,492 income tax return + our \$1,200 stimulus payment. These loans were from Cyndi's college education prior to our marriage. We started robbing Peter to pay Paul at this time and have had a difficult time catching up. We are now empty nesters with our two youngest children (20 year old twins) out in the workforce and one in college. We would like to stay in this house and feel we can concentrate our efforts to keep this home. I moved into this house in October 1964 when I was in sixth grade and we borrowed the money to buy out my siblings' portion of my parent's home. Like many Americans, we have devoted our entire married life to the care and upbringing of our four children and our parents. We have finally reached a point in our lives where we can concentrate more on our needs than our children's. Please help us and other families whose homes are being surrendered to a corporation that is not working in the best interest of the country and the State of Texas.

Sincerely,



Jack L. Barr and Cynthia O'Neal Barr

His Phone: 806-632-0941/ e-mail: [REDACTED]

Her Phone: 806-777-0341/ e-mail: [REDACTED]

May 13, 2009

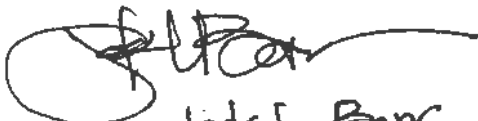
Jim Daross,
El Paso Regional Office
Consumer Protection & Public Health
Attorney General of Texas
401 E. Franklin Ave, Ste 530
El Paso, TX 79901

Dear Mr. Daross —

Attached is letter addressed to MEC Mortgage requesting correspondence to address loan modifications to my existing loan. I am also attaching the Consumer Complaint form. I realize I am at fault for not making my monthly payments to MEC but I did not want to make payments to anyone I cannot communicate with. I have been unable to speak to anyone about my loan with MEC... whether to modify, make payment arrangements, anything... until I am now at a point I cannot easily overcome this indebtedness.

Please consider what actions you can recommend so that we can at least talk to MEC and work out some plan to where we can stay in the house I grew up in and MEC can receive payments for money expended.

Sincerely —



Jack L. Barr
6009 Louisville Drive
Lubbock TX 79413
806-743-2952 work
806-632-0941 cell

13 May 2009

MGC Mortgage
7195 Dallas Parkway
Plano, Texas 75024

Dear Sir/Madam:

I have been trying to contact MGC concerning my loan that was transferred to your company from CitiResidential in September 2008. I did not receive any notification from CitiResidential that my loan had transferred to you. I had talked to CitiResidential in August 2008 about running behind on my payment and they told me not to be behind more than 30 days. I sent in a payment to CitiResidential at end of August 2008 and did not talk to anyone with CitiResidential after that. The check was never cashed. I did not open the first mailing we saw from MGC because I had never heard of the company. Since receiving more mailing from MGC and not being able to access the CitiResidential website, I tried to contact MGC but was never able to speak to a person, just recordings and voice mail. I have tried contacting MGC at the (866)842-4185 number, the (866)544-9820 number, the (866)544-9819 number and the (866)973-3399 number and I have not been able to speak to any representative with MGC until a phone call on March 12, 2009 when I reached a voice and was transferred to voice mail that requested my name and number and said they would return my call.

Upon receiving the letter from MGC Loss Mitigation/Collection Department in March 2009 and with President Obama's offers to help Americans from falling into foreclosure we started earnestly trying to contact MGC and even contacted the HUD approved counseling agency listed in the correspondence. On 3/26/09 I met with Ms. Frausto with Money Management International and together we tried to contact MGC by telephone, fax and e-mail and still received no response from MGC concerning my loan situation.

Ms. Frausto offered suggestions on options to discuss with MGC to modify the loan and halt the foreclosure process. I continued trying to contact MGC but had no success in reaching any person other than a recorded message. On May 11, 2009 I went to the regional office of the Attorney General of Texas and we tried to contact MGC from their office. At this time I actually spoke to a person and was immediately transferred to another department where I was asked by a recording to leave my name and phone number with a commitment to return my call. It is so frustrating to have this looming over me and not being able to discuss this with my mortgage company.

We would like to visit with you about keeping my home and my mortgage and making our investment more profitable for both of us. Please respond by calling me at 806-632-0941 or my wife at 806-777-0341. You may also contact me by e-mail at [REDACTED] or at my wife a [REDACTED]

Sincerely,



Jack L. and Cynthia P. Barr
6109 Louisville Drive
Lubbock, TX 79413

GREG ABBOTT
Attorney General of Texas

Consumer Complaint Form

File#

- The information you report on this form will be used to help us investigate violations of consumer laws.
- **The Attorney General's Office does not resolve individual consumer complaints.**
- This complaint and the information you provide are records open to the public under Texas Law.
- We may send a copy of this form to the Business, so **please write legibly and use black ink only.**
- Please attach copies of any documents necessary to explain the transaction but **do not send original documents.**
- The Attorney General's Office will contact you if additional information is needed.

Consumer Information

Business or Individual Complaint is Against

Name <u>Jack L. Barr / Cynthia O. Barr</u>		Name <u>MEC Mortgage, Inc.</u>	
Address <u>6109 Louisville Drive</u>		Address <u>142 North Road, Suite G or 7145 Dallas Pkwy</u>	
City <u>Lubbock</u>		City <u>Sudbury, or Plano</u>	
State <u>Texas</u> Zip <u>79413</u>		State <u>Massachusetts</u> Zip <u>01776</u>	
Home Phone (<u>806</u>) <u>632-0941</u>	Work Phone (<u>806</u>) <u>743-2952</u>	Phone <u>Texas or 714-75024</u> (<u>866</u>) <u>544-9820</u>	
Email <u>[REDACTED]</u>		Person you dealt with: <u>no one has ever taken my calls...</u>	
Age <input type="checkbox"/> Under 19 <input type="checkbox"/> 20-29 <input type="checkbox"/> 30-39 <input type="checkbox"/> 40-49 <input type="checkbox"/> 50-59 <input type="checkbox"/> 60-64 <input type="checkbox"/> 65 or over		Website or Email address: <u>www.mecmortgage.com</u>	

- Initial contact between you and the business:
 - ☐ Person came to my home
 - ☐ I went to company's place of business
 - ☐ I received a telephone call from business
 - ☐ I telephoned the business
 - ☒ I received information in the mail
 - ☐ I responded to radio/television ad
 - ☐ I responded to printed advertisement
 - ☐ I responded to a Website or e-mail solicitation
 - ☐ I responded to a solicitation in a language other than English (What language?) _____
 - ☐ Other _____
 - Where did the transaction take place?
 - ☒ At home
 - ☐ At business
 - ☒ By mail
 - ☐ Over the phone
 - ☐ Over the computer
 - ☐ Trade Show or Hotel
 - ☐ Other _____
 - Date(s) of Transaction(s)
9/11/2008 - 4/27/2009
 - Did you sign a contract?
 - ☐ Yes (please enclose a copy)
 - ☒ No, Not with MEC or Citibank before them.
 - How much did the company/individual ask you to pay? \$112,417.07
 - How much did you actually pay? \$ 0
 - ☐ Cash ☐ Credit Card ☐ Loan ☐ Check
 - ☐ Bank Account Debit ☐ Wire Transfer ☐ Money Order ☐ Cashiers Check ☐ Debit Card
- Date(s) of Payment: _____

7. Have you contacted another agency or attorney about this complaint? ☒ Yes ☐ No

If yes, list name and address of the agency or attorney.

~~Money Management International, Inc.~~ ^{x577B-(Postle Farms)} 1-888-845-5669; WestMark Realtors, 806-794-6000,
(Frank & La Juana Harmon); Asst. Attorney General - Consumer Protection & Public Health Division -
806-747-5238 (Sharon B. Shaw)

8. What action was taken by this agency or attorney?

MMI sent email to "lanservicing@mgcmortgage.com"; I sent Fax to 409-221-8601;
MMI has tried calling MGC as well as Asst. Attorney General

9. Please describe your complaint in detail (attach extra sheets if necessary).

I have tried to contact MGC by phone, e-mail and fax and have never been able to talk to anyone. The voice mail puts you on hold and after 10 minutes a voice requests that you leave your name and number and they will get back with you. I've dialed and redialed daily but have still not been able to talk to anyone, other than one person who transferred me to another voice mail which asked back to the request that I leave my name & number & they will get back to me.

We got behind on payments after our 8/24/08 payment ^(to Citibank) but have not been able to contact MGC since they sent letter 9/11/08 notifying us they were taking over our note. We had serious medical expenditure and had to pay \$49,700 to a nursing home in March 2008 and did not receive our income tax return or stimulus package in 2008 which put us in a extreme financial bind. My wife and I both have good jobs and have had the same jobs for 10+ years.

10. Have you complained to the business? ☐ No ☐ Yes If yes, when? What was the business' response?

I've tried but no one answers the phone, fax or email

I tried to contact MGC to discuss loan modification, or to put it up for Pre Foreclosure Sale if we cannot work things out. I have some options that could be a win-win for Cynthia and me as well as the mortgage company. I just can't talk to anybody.

11. Have you been sued in relation to this transaction?

I'm about to lose my home...

Texas law prohibits us from giving legal advice or opinions or acting as your personal attorney. If you desire legal advice, we suggest you consider contacting a private attorney to discuss your complaint.

In signing this complaint I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint for informational purposes only.

The above statements are true and accurate to the best of my knowledge.

Signature

Date

Please return this form to: Consumer Protection & Public Health Division
Office of the Attorney General
4630 50th Street, Suite 500
Lubbock, TX 79414

GREG ABBOTT
Attorney General of Texas

Consumer Complaint Form

File#: 314884

- ! The information you report on this form will be used to help us investigate violations of consumer laws.
! The Attorney General's Office does not resolve individual consumer complaints.
! This complaint and the information you provide are records open to the public under Texas Law.
! We may send a copy of this form to the Business, so **please write legibly and use black ink only**.
! Please attach copies of any documents necessary to explain the transaction but **do not send original documents**.
! The Attorney General's Office will contact you if additional information is needed.

Consumer Information

Business or Individual Complaint is Against

Name <u>David Usher</u>		Name <u>MBC Mortgage</u>	
Address <u>4413 Westlake Ct.</u>		Address <u>7195 Dallas Parkway</u>	
City <u>Bel Aire</u>		City <u>Plano</u>	
State <u>Kansas</u>	Zip <u>67220</u>	State <u>Texas</u>	Zip <u>75024</u>
Home Phone (<u>316</u>) <u>744-1015</u>	Work Phone (<u>316</u>) <u>706-6368</u>	Phone ()	
Email address		Person you dealt with: <u>Sevea</u>	
Age <input type="checkbox"/> Under 19 <input type="checkbox"/> 20-29 <input type="checkbox"/> 30-39 <input checked="" type="checkbox"/> 40-49 <input type="checkbox"/> 50-59 <input type="checkbox"/> 60-64 <input type="checkbox"/> 65 or over		Website or Email address:	

1. Initial contact between you and the business:

- ☐ Person came to my home
☐ I went to company's place of business
☐ I received a telephone call from business
☐ I telephoned the business
☐ I received information in the mail
☐ I responded to radio/television ad
☐ I responded to printed advertisement
☐ I responded to a Website or e-mail solicitation
☐ I responded to a solicitation in a language other than English (What language?)
☒ Other took over mortgage Acct.

2. Where did the transaction take place?

- ☐ At home
☐ At business
☐ By mail
☐ Over the phone
☐ Over the computer
☐ Trade Show or Hotel
☐ Other _____

3. Date(s) of Transaction(s)

12/1/08

4. Did you sign a contract?

- ☐ Yes (please enclose a copy)
☒ No

5. How much did the company/individual ask you to pay? _____

6. How much did you actually pay? \$ _____ ☐ Cash ☐ Credit Card ☐ Loan ☐ Check

☐ Bank Account Debit ☐ Wire Transfer ☐ Money Order ☐ Cashiers Check ☐ Debit Card

Date(s) of Payment: _____

OFFICE OF THE ATTORNEY GENERAL

AUG 04 2009
 CONSUMER PROTECTION
 DALLAS REGIONAL OFFICE

Office of Thrift Supervision
MGC Mortgage, Inc
225 East John Carpenter Freeway, Suite 500
Irving, Texas 75062-2326

Dear Office of Thrift Supervision:

I am disputing what is posted to my account.

MGC has continued to show that I'm am 30, 60, or 90 days late with my payments ever since the loan was taken over late last year. I was told during this transition that payments would show late postings until computer issues were taken care of due to the fact of gather so many NEW accounts.

Prior to my account being switched over to MGC I did not have any late payments, now I show several, I have been trying to refinance my loan, but I am not able to because of what is being reflected and IS inaccurate, seems like every time I talk to someone they say send in x amount to get it current and then the show a bunch in my unapplied funds, but NEVER does it get current and just like the last time I spoke with someone I just don't have the money to keep sending just because they assume adding some to the applied funds will get it right, done that several times and still shows that I'm a month behind which I am NOT!

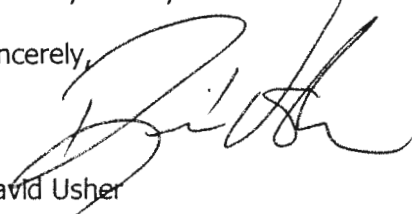
I have gone on line and have notice that I am not alone with the issues that I have stated, I have NO problem making my house payment, just the in accuracies that MGC shows

My payments have gone up to 1900.00 and then came back and said it was a mistake, and had to reapply funds then I called on a couple of other occasions and was told two different amounts that is owed as my monthly payment both being wrong.

I just need to get some type of resolution to this matter so that I am able to refinance my home to obtain a better interest rate. It is my understanding that it is what you report to who I try to finance through, because it does not show I was told on certain credit reports. And thanks to this other finance company told me or should I say gave me direction on what to do in this situation.

Thank you for your time and attention to this matter.

Sincerely,



David Usher

Enclosure

cc:

BBB of Metropolitan Dallas
Office of the Attorney General
Consumer Protection Division
Equifax Credit Information
TransUnion Consumer Solutions
Experian



Consumer Protection Division

Complaint Form Report

Today's Date: 08/27/2009 16:18

Date Filed: 8/27/2009

Complaint: 315320

Attorney General of Texas**Greg Abbott****Consumer's Information:**

Name: Lester, Brenda

Home Phone: (770)8753275

Address: P.O. Box 1022

Work Phone:

City, State, Zip: McDonough, GA 30253

Age: 50 to 59

County:

Support documents will be sent:

Business or individual complaint is filed against:

Business: MGC Mortgage

Phone: (866)544-9820

Address: 7195 Dallas Parkway

Contact Person: To whom it may concern

City, State, Zip: Plano, TX 75024

Website:

County:

Email address:

First Contacted Via:

Contract Signed:

(other):

Original Amount:

Solicitation Other Language: No

Amount Paid:

Where transaction took place: Dallas

Payment: Unknown

(other):

Date Of Payment:

Transaction Dates:

Complained to Business:

If so, when?

Business Response?

A packet would be submitted to me via US mail.

Have you contacted another agency or attorney about this complaint?

Name and Address of agency or attorney?

What action was taken by this agency or attorney?

Description Of Complaint:

On Thu, Aug 27, 2009 at 12:14 PM, Bre Les wrote:

Dear Honoable Sir:

I am forwarding the following letter for your kind assistance and attention. Although the concern of late or no payment were rectified my request for modification was not acknowledged. I am a displaced worker since December 2008 and have made numerous telephone calls to my mortgage holder as well as written and email communications for loan modification. Please assist me. Once again, thank you.

Sincerely,
Brenda Lester

----- Forwarded message -----

From:
Date: Thu, Apr 16, 2009 at 2:27 PM
Subject: RE: Mortgage Interest Rates



Consumer Protection Division

Complaint Form Report

Today's Date: 08/27/2009 16:18

Date Filed: 8/27/2009

Complaint: 315320

Attorney General of Texas

Greg Abbott

To: [REDACTED] mgcls@mgcmortgage.com

Please do not respond to the sender of this email. Replying to the sender of this email may delay MGC's response time. Use MGC's secured email found on the About Us tab at www.mgcmortgage.com. Please include your name, loan number, and the last 4 digits of your social security/company TIN number for identification purposes.

MGC Mortgage, Inc. (?MGC?) is in receipt of your email. Your inquiry is being assigned to a Borrower Relations agent. You will be hearing from MGC shortly.

-----Original Message-----

From: Bre Les [mailto:[REDACTED]]
Sent: Thursday, April 16, 2009 2:14 PM
To: MGC Loan Servicing; Customer.Assistance@occ.treas.gov
Cc: PRESIDENT@whitehouse.gov
Subject: Mortgage Interest Rates

April 16, 200

Dear Madam/Sirs:

Over the past year I have tried endlessly to have my loan interest rate reduced, however; after sending the original request a series of unpleasant events occurred. I received several statements and telephone calls indicating mortgage payments were not received or late and late fees being applied to my account. Feeling helpless, I was forced to seek outside assistance by filing complaints with OCC Treasury Department and BBB for resolve. Although corrections and updates were made to my account I failed to have promised return telephone calls or forms mailed to me regarding lowering my mortgage loan interest rate as of this date. I would again like to request that the interest rate on my loan be reduced. My current rate of 6.50% is several points above national average rates and I believe my solid payment history over the last 2 years demonstrates my value to you as a customer. I also believe that my credit rating has increased since I originated this loan.

Thank you in advance for your attention to this matter and please do not hesitate to contact me if you require further information.

238 Jester Ct
McDonough, GA 30252
770-875-3275

[REDACTED]
0017105604

Blessings & Warmest regards,
Brenda Lester, CTC, MCC, DS

?Before everything else, getting ready is the secret of success.?

*Henry Ford



Consumer Protection Division

Complaint Form Report

Today's Date: 08/27/2009 16:18

Date Filed: 8/27/2009

Complaint: 315320

Attorney General of Texas

Greg Abbott

--
Do not lose your inward peace for anything whatsoever, even if your whole world seems upset.
*Saint Francis de

~Travel, life is a Journey not a Destination... Embrace change; discover something new enjoy the ride~

Philippians 4:13

Blessings & Warmest regards,
Brenda Lester, CTC, MCC, DS

MGC Mortgage, Inc.

7195 Dallas Parkway
Plano, Texas 75024
www.mgcmortgage.com
Tel 866-973-3399

RECEIVED

SEP 11 2009

OFFICE OF THE ATTORNEY GENERAL
CONSUMER PROTECTION DIVISION
EL PASO REGIONAL OFFICE

September 9, 2009

State of Texas Office of the Attorney General Greg Abbott
Mr. James A. Daross, Assistant Attorney General
401 East Franklin Avenue, Suite 530
El Paso, TX 79901

Re: Complaint of Ms. Brenda Lester
File Number 315320
238 Jester Court, McDonough, GA 30252

Dear Mr. Daross:

MGC Mortgage, Inc ("MGC") has received your letter dated August 28, 2009, regarding the referenced complaint. MGC has reviewed the complaint and provided the enclosed correspondence to Ms. Lester. This letter was mailed to the borrower on September 9, 2009. Please be advised that MGC is a subsidiary of a federally regulated savings association and this response has been provided as a courtesy; however, MGC is not subject to state jurisdiction in matters such as those contained in this complaint.

At this point, MGC considers the matter resolved. If you have further questions regarding this matter, please contact Anna Schmidt at 469-229-8774.

Sincerely,



Melissa Hill
VP Customer Relations

cc: Ms. Brenda Lester

Enclosure- Response to Ms. Lester

MGC Mortgage, Inc.

7195 Dallas Parkway
Plano, Texas 75024
www.mgcmortgage.com
Tel 866-973-3399

September 9, 2009

Ms. Brenda Lester
P.O. Box 1022
McDonough, GA 30253

RE: Loan Number [REDACTED]
238 Jester Court, McDonough, GA 30252

Dear Ms. Lester:

MGC Mortgage, Inc ("MGC") is in receipt of the correspondence submitted via the State of Texas Office of the Attorney General Greg Abbott dated August 28, 2009. Thank you for your patience while MGC researched your inquiry.

In response to previous requests, records indicate that MGC gathered verbal financial information from you on February 26, 2009 and a Financial Package requesting further detail was sent to you the same day. A representative from MGC's Loss Mitigation Department left you a voicemail on March 31, 2009 requesting the status of the Financial Package. Your case was closed on May 1, 2009 due to the lack of information provided as MGC never received the documents requested in the Financial Package.

MGC received your request for a modification as sent to MGC's Loan Servicing email; this request has been forwarded to Mr. Eric Paige in MGC's Loss Mitigation Department. In an attempt to initiate contact, Mr. Paige left you a voicemail at the telephone number on file on September 8, 2009. He may also be reached directly at 469-229-8681.

For further assistance with this matter, please contact Mr. Paige at the above-referenced telephone number. For general questions on your loan, please contact MGC's Customer Service Department at 866-842-4185 Monday through Friday from 8:30 a.m. to 8:00 p.m. Eastern time.

Sincerely,

Melissa Hill
VP Customer Relations

cc: Mr. James A. Daross, State of Texas Office of the Attorney General Greg Abbott



Consumer Protection Division

Complaint Form Report

Today's Date: 10/07/2009 13:49

Date Filed: 10/7/2009

Complaint: 319903

Attorney General of Texas

Greg Abbott

Consumer's Information:

Name: Montalvo, Victor

Address: 3774 Willett Ave

City, State, Zip: Bronx, NY 10467

County:

Home Phone:

Work Phone:

Age: 50 to 59

Support documents will be sent:

Business or individual complaint is filed against:

Business: MGC Mortgage

Address: 7195 Dallas Parkway

City, State, Zip: Plano, TX 75024

County:

Phone: (866)544-9820

Contact Person: To whom it may concern

Website:

Email address:

First Contacted Via:

(other):

Solicitation Other Language: No

Where transaction took place: Dallas

(other):

Transaction Dates:

Contract Signed: No

Original Amount:

Amount Paid:

Payment: Unknown

Date Of Payment:

Complained to Business:

If so, when?

Business Response?

no call back.inresponsive

Have you contacted another agency or attorney about this complaint?

Name and Address of agency or attorney?

What action was taken by this agency or attorney?

Description Of Complaint:

the mortgage co. send statements late and then charge customer with late charges , also no one eve respond to the messegges.

MGC Mortgage, Inc.

RECEIVED

OCT 23 2009

OFFICE OF THE ATTORNEY GENERAL
CONSUMER PROTECTION DIVISION
EL PASO REGIONAL OFFICE

7195 Dallas Parkway
Plano, Texas 75024
www.mgcmortgage.com
Tel 866-973-3399



October 21, 2009

James A. Daross, Assistant Attorney General
State of Texas Office of the Attorney General Greg Abbott
401 East Franklin Avenue, Suite 530
El Paso, TX 79901

Re: Complaint of Victor Montalvo Rosado and Digna Montalvo
Complaint Number 319903
3774 Willett Avenue
Bronx, NY 10467

Dear James A. Daross:

MGC Mortgage, Inc ("MGC") has received your letter dated October 7, 2009, regarding the referenced complaint. MGC has reviewed the complaint and provided the enclosed correspondence to Victor Montalvo Rosado and Digna Montalvo. This letter was mailed to the borrower on October 21, 2009. Please be advised that MGC is a subsidiary of a federally regulated savings association and this response has been provided as a courtesy; however, MGC is not subject to state jurisdiction in matters such as those contained in this complaint.

At this point, MGC considers the matter resolved. If you have further questions regarding this matter, please contact Anna Schmidt at 469-229-8774.

Sincerely,



Melissa Hill
VP Customer Relations

cc: Victor Montalvo Rosado and Digna Montalvo

Enclosure- Complaint response

MGC Mortgage, Inc.

7195 Dallas Parkway
Plano, Texas 75024
www.mgcmortgage.com
Tel 866-973-3399

October 21, 2009

Victor Montalvo Rosado
Digna Montalvo
3774 Willett Avenue
Bronx, NY 10467

RE: Loan Number [REDACTED]
Complaint Number 319903

Dear Victor Montalvo Rosado and Digna Montalvo:

MGC Mortgage, Inc ("MGC") is in receipt of the correspondence submitted via the State of Texas Office of the Attorney General Greg Abbott dated October 7, 2009. Thank you for your patience while MGC researched your inquiry.

Enclosed is a copy of your payment history and billing statement for your review. Records indicate that your most recent billing statement was dated October 9, 2009 and mailed to the above address on October 14, 2009. Due to the recent change to the payment remittance address, your billing statement was slightly delayed. Additionally, payments for the months of September and October 2009 were received by MGC on October 19, 2009; therefore, were not reflected on the billing statement sent to you on October 14, 2009. The late charge referenced in your correspondence resulted from the lack of payment in the month of September 2009, and was paid within the payment received on October 19, 2009. As of the date of this letter, your loan contains no outstanding fees or late charges.

Your loan is next due for November 1, 2009 in the amount of \$1,257.00. The recent payment change is due to an escrow adjustment of which you will receive additional information under separate cover.

Please be advised that MGC is working daily to improve our Customer Service telephone system, and we hope that you will notice our efforts in future communications with MGC.

For further assistance with this matter, please contact Anna Schmidt at (469) 229-8774. Should you have general questions on your loan, please contact MGC's Customer Service Department at (866) 973-3399 Monday through Friday from 8:00 a.m. to 5:00 p.m. Central Standard Time.

Sincerely,

Melissa Hill
VP Customer Relations

cc: James A. Daross, State of Texas Office of the Attorney General Greg Abbott

Enclosures- MGC Payment History
Billing Statement dated October 9, 2009

DATE 10/20/2009
 PAGE 1
 LOAN NUMBER [REDACTED]

MORTGAGOR MAILING ADDRESS
 VICTOR ROSADO
 DIGNA MONTALVO
 3774 WILLETT AVE

BRONX NY 10467
 PROPERTY ADDRESS
 3774 WILLET AVENUE

BRONX NY 10467

PAYMENT INFORMATION		ORIGINAL INFORMATION		YEAR-TO-DATE	
P&I PAYMENT	1,057.81	ORIG BAL	170,000.00	INT PAID	1,633.33
ESCROW	377.51	ORIGINAL RATE	6.350	NEG AMORT	0.00
OPTIONAL INS	0.00	LOAN TERM	360	TAX PAID	0.00
BUYDOWN	0.00	FIRST DUE DATE	04/01/03	INT ON ESCROW	0.00
ASSISTANCE AMT	0.00	LOAN TYPE	CONV	UNCOLLECTED BALANCES	
ANCILLARY	0.00	CURRENT RATE	6.350	NSF FEES	0.00
TOTAL PAYMENT	1,257.00			LATE CHARGES	0.00
UNAPL FUNDS	0.00	NEXT DUE DATE	11/01/09	FEES	0.00
		PAID TO DATE	10/01/09	INTEREST	0.00
				TOTALS	0.00

DETAIL BY TRANSACTION					
EFF DATE	TOTAL AMT	PRIN AMT	ESCROW AMT	FEE AMT	DESCRIPTION
PD TO DT	UNAPPLIED AMT	INT AMT	OPT AMT	LT CHG	PRIN BAL AFT
10/19/09	42.31	42.31	0.00	0.00	ADDL PRIN
10/09	0.00	0.00	0.00	0.00	153925.64
10/19/09	1456.47	241.78	377.51	0.00	PAYMENT
10/09	0.00	816.03	0.00	21.15	153967.95
10/19/09	0.00	0.00	0.00	0.00	LCHG/UNC INT
10/09	0.00	0.00	0.00	21.15	0.00
10/19/09	1435.32	240.51	377.51	0.00	PAYMENT
09/09	0.00	817.30	0.00	0.00	154209.73
10/19/09	0.00	0.00	0.00	0.00	LCHG/UNC INT
09/09	0.00	0.00	0.00	-21.15	0.00
10/17/09	21.15	0.00	0.00	0.00	STD LATE CHG
08/09	0.00	0.00	0.00	21.15	0.00
09/30/09	5.20	0.00	5.20	0.00	INT ON ESC
08/09	0.00	0.00	0.00	0.00	154450.24

10/20/2009

09/18/09	-1301.12	0.00	-1301.12	0.00	ESC DISB	
08/09	0.00	0.00	0.00	0.00		154450.24
09/16/09	-123.72	0.00	-123.72	0.00	ESC DISB	
08/09	0.00	0.00	0.00	0.00		154450.24
08/27/09	7.00	0.00	0.00	7.00	FEE PAID	
08/09	0.00	0.00	0.00	0.00		154450.24
08/27/09	1498.78	239.24	377.51	0.00	PAYMENT	
08/09	0.00	818.57	0.00	63.46		154450.24
07/31/09	6.42	0.00	6.42	0.00	INT ON ESC	
07/09	0.00	0.00	0.00	0.00		154689.48
07/14/09	7.00	0.00	0.00	7.00	FEE PAID	
07/09	0.00	0.00	0.00	0.00		154689.48
07/14/09	7.00	0.00	0.00	7.00	FEE PAID	
07/09	0.00	0.00	0.00	0.00		154689.48
07/14/09	1435.32	237.99	377.51	0.00	PAYMENT	
07/09	0.00	819.82	0.00	0.00		154689.48
06/24/09	13.62	0.00	13.62	0.00	ESC RECEIPT	
06/09	0.00	0.00	0.00	0.00		154927.47
06/22/09	30.00	0.00	0.00	30.00	FEE PAID	
06/09	0.00	0.00	0.00	0.00		154927.47
06/22/09	-30.00	236.73	377.51	0.00	PAYMENT	
06/09	-1528.78	821.08	0.00	63.46		154927.47
06/22/09	-1528.78	0.00	0.00	0.00	UNAPPLIED	
06/09	-1528.78	0.00	0.00	0.00		154927.47
06/22/09	30.00	0.00	0.00	30.00	FEE BILLED	
05/09	0.00	0.00	0.00	0.00		154927.47
06/22/09	-7.00	0.00	0.00	-7.00	REVERSAL	
05/09	0.00	0.00	0.00	0.00		154927.47
06/22/09	-1435.32	-236.73	-377.51	0.00	REVERSAL	
05/09	0.00	-821.08	0.00	0.00		155164.20
06/22/09	1528.78	0.00	0.00	0.00		154927.47
06/09	1528.78	0.00	0.00	0.00		154927.47
06/22/09	1528.78	0.00	0.00	0.00	UNAPPLIED	
06/09	1528.78	0.00	0.00	0.00		154927.47
06/22/09	-1435.32	-237.99	-377.51	0.00	REVERSAL	
06/09	0.00	-819.82	0.00	0.00		154927.47
06/22/09	-93.46	-93.46	0.00	0.00	REVERSAL	
07/09	0.00	0.00	0.00	0.00		154689.48
06/19/09	-252.32	0.00	-252.32	0.00	ESC DISB	
07/09	0.00	0.00	0.00	0.00		154596.02
06/19/09	20.00	0.00	0.00	20.00	FEE PAID	
07/09	0.00	0.00	0.00	0.00		154596.02
06/19/09	93.46	93.46	0.00	0.00	ADDL PRIN	
07/09	0.00	0.00	0.00	0.00		154596.02
06/19/09	1435.32	237.99	377.51	0.00	PAYMENT	
07/09	0.00	819.82	0.00	0.00		154689.48
06/18/09	-123.72	0.00	-123.72	0.00	ESC DISB	
06/09	0.00	0.00	0.00	0.00		154927.47
06/15/09	7.00	0.00	0.00	7.00	FEE PAID	
06/09	0.00	0.00	0.00	0.00		154927.47
06/15/09	1435.32	236.73	377.51	0.00	PAYMENT	
06/09	0.00	821.08	0.00	0.00		154927.47

10/20/2009

05/11/09	5.00	0.00	0.00	5.00	FEE PAID	
05/09	0.00	0.00	0.00	0.00		154927.47
05/11/09	1435.32	235.49	377.51	0.00	PAYMENT	
05/09	0.00	822.32	0.00	0.00		155164.20
04/30/09	8.74	0.00	8.74	0.00	INT ON ESC	
04/09	0.00	0.00	0.00	0.00		155399.69
04/02/09	5.00	0.00	0.00	5.00	FEE PAID	
04/09	0.00	0.00	0.00	0.00		155399.69
04/02/09	1435.32	234.25	377.51	0.00	PAYMENT	
04/09	0.00	823.56	0.00	0.00		155399.69
04/01/09	-1906.00	0.00	-1906.00	0.00	ESC DISB	
03/09	0.00	0.00	0.00	0.00		155633.94
03/16/09	-124.96	0.00	-124.96	0.00	ESC DISB	
03/09	0.00	0.00	0.00	0.00		155633.94
03/09/09	1435.32	233.01	377.51	0.00	PAYMENT	
03/09	0.00	824.80	0.00	0.00		155633.94
02/04/09	25.00	0.00	0.00	25.00	FEE PAID	
02/09	0.00	0.00	0.00	0.00		155633.94
02/04/09	1435.32	231.79	377.51	0.00	PAYMENT	
02/09	0.00	826.02	0.00	0.00		155866.95
01/30/09	2.78	0.00	2.78	0.00	INT ON ESC	
01/09	0.00	0.00	0.00	0.00		156098.74
01/07/09	1435.32	230.57	377.51	0.00	PAYMENT	
01/09	0.00	827.24	0.00	0.00		156098.74
01/07/09	25.00	0.00	0.00	25.00	FEE BILLED	
12/08	0.00	0.00	0.00	0.00		156098.74
01/02/09	1378.34	0.00	1378.34	0.00		
12/08	0.00	0.00	0.00	0.00		156329.31

Previous Account Number [REDACTED]
 Current Account Number [REDACTED]

Transaction Description	Effective Date	Post Date	Due Date	Balance Description	Amount	Running Balance
New Loan Disbursement	1/1/2008	2/8/2008		Note Balance	0.01	0.01
Principal Disbursement	2/8/2008	2/20/2008		Note Balance	158,592.99	158,593.00
Escrow Receipt	3/4/2008	3/4/2008		Escrow Balance	1,210.33	
Regular Payment	3/13/2008	3/14/2008		Note Interest(Excess)	-839.22	
				Note Balance(Excess)	-218.59	158,374.41
				Escrow Balance(Excess)	391.92	
				Total	1,449.73	
Regular Payment	4/9/2008	4/9/2008		Note Interest(Excess)	-838.06	
				Note Balance(Excess)	-219.75	158,154.66
				Escrow Balance(Excess)	391.92	
				Total	1,449.73	
Regular Payment	5/16/2008	5/16/2008	5/1/2008	Note Interest	-836.9	
				Note Balance	-220.91	157,933.75
				Escrow Balance	391.92	
				Total	1,449.73	
Regular Payment	6/16/2008	6/16/2008	6/1/2008	Note Interest	-835.73	
				Note Balance	-222.08	157,711.67
				Escrow Balance	391.92	
				Total	1,449.73	
Escrow Tax Disbursement	6/23/2008	6/23/2008		Escrow Balance	-113.74	

Previous Account Number

Current Account Number

Escrow Tax Disbursement	6/23/2008	6/23/2008		Escrow Balance	-558.51	
Regular Payment	7/17/2008	7/17/2008	7/1/2008	Note Interest	-834.56	
				Note Balance	-223.25	157,488.42
				Escrow Balance	377.51	
				Escrow Balance	224.6	
				Total	1,659.92	
Regular Payment	8/6/2008	8/6/2008	8/1/2008	Note Interest	-833.38	
				Note Balance	-224.43	157,263.99
				Escrow Balance	377.51	
				Total	1,435.32	
Escrow Tax Disbursement	9/9/2008	9/9/2008		Escrow Balance	-113.74	
Escrow Tax Disbursement	9/9/2008	9/9/2008		Escrow Balance	-558.51	
Regular Payment	9/11/2008	9/13/2008	9/1/2008	Note Interest	-832.19	
				Note Balance	-225.62	157,038.37
				Escrow Balance	377.51	
				Total	1,435.32	
Regular Payment	10/15/2008	10/15/2008	10/1/2008	Note Interest	-830.99	
				Note Balance	-226.82	156,811.55
				Escrow Balance	377.51	
				Total	1,435.32	
Payment Reversal	10/15/2008	10/20/2008	10/1/2008	Note Interest	830.99	
				Note Balance	226.82	157,038.37
				Escrow Balance	-377.51	
				Total	-1,435.32	
Payment Reversal	9/11/2008	10/20/2008	9/1/2008	Note Interest	832.19	
				Note Balance	225.62	157,263.99
				Escrow Balance	-377.51	
				Total	-1,435.32	
Regular Payment	10/15/2008	10/20/2008	9/1/2008	Note Interest	-832.19	
				Note Balance	-225.62	157,038.37
				Escrow Balance	377.51	
				Total	1,435.32	

Previous Account Number

Current Account Number

Charge Assessment	10/20/2008	10/20/2008		Loan Ret Ck Charge	25	
Regular Payment	11/5/2008	11/5/2008	10/1/2008	Note Interest	-830.99	
				Note Balance	-226.82	156,811.55
				Escrow Balance	377.51	
				Total	1,435.32	
Late Charge Assessment	11/17/2008	11/17/2008		Late Charge Balance	63.47	
Regular Payment	12/4/2008	12/4/2008	11/1/2008	Note Interest	-829.79	
				Note Balance	-228.02	156,583.53
				Escrow Balance	377.51	
				Late Charge Balance	-63.47	
			12/1/2008	Note Interest	-828.59	
				Note Balance	-229.22	156,354.31
				Escrow Balance	377.51	
				Note Balance(Excess)	-25	156,329.31
				Total	2,959.11	
Escrow Tax Disbursement	12/8/2008	12/8/2008		Escrow Balance	-230.06	
Escrow Tax Disbursement	12/8/2008	12/8/2008		Escrow Balance	-444.77	
Late Charge Assessment	1/16/2009	1/16/2009		Late Charge Balance	63.47	
Late Charge Waive Loan Sale 010109	2/4/2009	2/4/2009		Late Charge Balance	-63.47	

MGC Mortgage, Inc.

7195 Dallas Parkway
Plano, TX 75024-4922

4-762-42618-0006188-002-000-110-000-000

VICTOR ROSADO
DIGNA MONTALVO
3774 WILLETT AVE
BRONX NY 10467-5520

MONTHLY BILLING STATEMENT

Loan Number: [REDACTED]
Statement Date: 10/09/2009

Property Address:
3774 WILLETT AVENUE
BRONX NY 10467

LOAN SUMMARY	
Principal Balance*	\$154,450.24
Escrow Balance	\$603.34
Current Interest Rate	6.35000%
Unapplied Funds Balance	\$0.00
YEAR-TO-DATE	
Interest Paid	\$0.00
Taxes Paid	\$0.00
*This is not a payoff quote. The total amount shown in the Loan Summary section does not include the current payment due. If you wish to obtain a payoff quote, please contact Customer Service.	

PAYMENT INFORMATION	
November Payment Due Date	11/01/09
Principal & Interest	\$1,057.81
Escrow Payment	\$199.19
Regular Payment Due	\$1,257.00
Payment Past Due	\$2,870.64
Unpaid Late Charges	\$21.15
Outstanding Advances/Fees	\$0.00
TOTAL AMOUNT DUE	\$4,148.79

ACTIVITY SINCE LAST STATEMENT
<p>IMPORTANT MESSAGES</p> <p>Check out MGC's enhanced self service features at 1-866-973-3399 including automated payments, last payment received, next due date and other helpful options.</p> <p>MGC Mortgage has representatives standing by to assist if you are experiencing difficulty in making your payment. Please call 1-866-544-9819 today. We will make every effort to assist you.</p> <p>If you are having difficulty meeting your payment obligations and would like to explore your options a list of counseling organizations is available from HUD at 1-800-569-4287.</p>

PLEASE DETACH AND RETURN BOTTOM PORTION WITH PAYMENT

LOAN NUMBER	DUE DATE	REGULAR PAYMENT	PAST DUE PAYMENTS	LATE CHARGES	ADVANCES/FEES	TOTAL AMOUNT DUE	IF RECEIVED AFTER	PAYMENT DUE
[REDACTED]	11/01/09	\$1,257.00	\$2,870.64	\$21.15	\$0.00	\$4,148.79	11/16/09	\$4,169.94

MGC Mortgage, Inc.

Make Checks Payable to: MGC Mortgage, Inc.
Statement Date: 10/09/2009

VICTOR ROSADO
DIGNA MONTALVO
3774 WILLETT AVE
BRONX NY 10467-5520

When sending more than the amount due, complete the following:
Be advised that funds will be applied to outstanding charges before principal.

MGC MORTGAGE, INC
75 REMITTANCE DRIVE SUITE 8664
CHICAGO, IL 60675-9664

☐ Check if your address has changed and fill out form on reverse side.

Additional Principal

Additional Interest

Additional Escrow

Other

TOTAL ENCLOSED

Internet Reprint

LOAN INFORMATION

For general loan information, call (866) 973-3399. Be sure to have your loan number and the last four (4) digits of your Social Security Number available. Our Customer Service Department hours are Monday through Friday, 8:00 A.M. - 5:00 P.M. CST.

We may report information about your account to the credit bureaus. Late payments, missed payments or other delinquency statuses on your account may be reflected in your credit report.

If you need to speak to someone in our Collections Department they can be reached at (866) 544-8419. Collection's Fax number is (468) 228-8719.

If you need to reach someone in our Loss Mitigation Department their phone number is (866) 300-2484.

Automatic Draft

If you have enrolled in our Automated Clearing House (ACH) program, this is notice that your payment will be drafted from the designated account registered with us upon enrollment, and you have authorized MGC to perform an ACH draft for the payment transaction.

CORRESPONDENCE

General Inquiries Only	Payments Only	Insurance	Loss Drafts
First Class Mail: MGC Mortgage, Inc. 7195 Dallas Parkway Plano, TX 75024 Overnight Mail: MGC Mortgage, Inc. 7195 Dallas Parkway Plano, TX 75024	First Class Mail: MGC Mortgage, Inc. 75 Remittance Drive Suite 6664 Chicago, IL 60675-6664 Overnight Mail: MGC Mortgage Suite 6664 350 North Orleans Street Receipt & Dispatch 5 Floor Chicago, IL 60654	Insurance MGC Mortgage, Inc. P.O. Box 202072 Florence, SC 29502-2072 (866) 222-8751 Tax MGC Mortgage, Inc. P.O. Box 961289 Fort Worth, TX 76161-0289 (866) 666-7161	Loss Drafts MGC Mortgage, Inc. P.O. Box 202074 Florence, SC 29502-2074 (866) 920-0490

Please be sure to include your loan number on all correspondence you send to us.

INSURANCE INFORMATION

Your loan documentation requires that the buildings and other improvements on the property must be insured against loss by fire, and other hazards included within the term "extended coverage". Insurance for other hazards, such as floods or flooding, may also be required. If insurance coverage on the improvements lapses due to cancellation or expiration of the policy, MGC may obtain an insurance policy on your behalf. Please understand that the policy may provide less coverage and may be significantly more expensive than the lapsed policy.

You must notify MGC if you have changed insurance agents or companies any time during the policy period. MGC must receive all new policies, policy renewals, policy changes, 30 days prior to the policy expiration date. All hazard insurance policies and billings must be mailed to the Insurance address noted above (assuming the correspondence section remains above).

The insurance must be for an amount that will adequately protect the full replacement cost of the improvements. For this reason and your protection, MGC strongly recommends that you periodically review your insurance needs with your insurance agent.

TAX INFORMATION

If you receive a delinquent tax bill please IMMEDIATELY fax the bill to (817) 826-1402.

Pennsylvania: Some taxing authorities require that an "original" bill be presented with the payment. If you receive a tax bill please IMMEDIATELY mail the original bill to the address noted above. Failure to do so may result in duplicate bill fees or penalties being charged to your account.

All other states: If you receive an original bill please keep for your records as MGC Mortgage will not need it for payment processing.

IMPORTANT BANKRUPTCY INFORMATION

If your loan is currently in bankruptcy, this statement is being sent for informational purposes only. This statement is not intended as attempts to collect, assess, or claim against or demand payment from any person who is protected by the U.S. Bankruptcy Code.

If you have recently been discharged of your personal liability on this debt due to your Chapter 7 bankruptcy, MGC is not seeking to collect, recover or offset the debt as a personal liability. This statement is only to protect our right to enforce and collect the debt against the collateral as permitted by applicable state law.

LET US HELP YOU!

If you are experiencing financial difficulty and are having a hard time making your monthly mortgage payment, please contact us at (866) 544-9818 to discuss what options may be available to you.

FEE SCHEDULE

Additional Statement.....	\$5.00	Payoff Statement*.....	\$0 - \$50.00 (varies by state)*
Document Duplication.....	\$10.00	Non Sufficient Funds*.....	\$0 - \$35.00 (varies by state)*
Verification of Mortgage.....	\$20.00	Fax Fees (per request)*.....	\$0 - \$5.00 (varies by state)*
History Request.....	\$15.00	Appraisal Fees.....	\$275.00 - \$375.00
Amortization Schedule.....	\$15.00	One Time ACH Draft.....	\$10.00

ADDRESS & PHONE NUMBER CHANGES

Be sure to check box on reverse. Please print.

LAST NAME FIRST NAME MI

NEW MAILING ADDRESS

CITY STATE ZIP

NEW HOME PHONE NEW WORK PHONE

ALL BORROWERS SIGNATURES ARE REQUIRED FOR AN ADDRESS CHANGE

BORROWER SIGNATURE: (Print) CO-BORROWER SIGNATURE: (Print)

HAVE YOU TRANSFERRED OWNERSHIP OF YOUR PROPERTY? ☐ YES ☐ NO

- Please do not include correspondence with your payment.
- Please do not send cash.
- Write your account number on your check or money order.
- Please allow sufficient time for all delivery and posting to avoid late charges.
- We reserve the right to return any payment tendered if the payment status is delinquent. Payments are not considered "accepted" until credited to your loan.



Consumer Protection Division

Complaint Form Report

Today's Date: 10/08/2009 15:36

Date Filed: 10/8/2009

Complaint: 320131

Attorney General of Texas**Greg Abbott****Consumer's Information:**

Name: Ward, James

Home Phone: (480)4978847

Address: 2068 E. Victor Rd.

Work Phone: (480)4978847

City, State, Zip: Gilbert, AZ 85296-1509

Age: 50 to 59

County:

Support documents will be sent:

Business or individual complaint is filed against:

Business: MGC Mortgage

Phone: (866)544-9820

Address: 7195 Dallas Parkway

Contact Person: To whom it may concern

City, State, Zip: Plano, TX 75024

Website:

County:

Email address:

First Contacted Via:

Contract Signed: No

(other):

Original Amount: 442.05

Solicitation Other Language: No

Amount Paid: 442.05

Where transaction took place: Dallas

Payment: Check (Not Classified)

(other):

Date Of Payment:

Transaction Dates:

Complained to Business:

If so, when?

Business Response?

They requested copy front and back of the check. We complied. They are researching it.

Have you contacted another agency or attorney about this complaint?

Name and Address of agency or attorney?

What action was taken by this agency or attorney?

Description Of Complaint:

We submitted our mortgage payment from Wells Fargo online bill pay on 08/22/09. MGC cashed the check on 08/29/09 without crediting our account. We and the bank have been trying to get our account credited ever since.

The Wells Fargo logo, consisting of the words "WELLS" and "FARGO" in a serif font, stacked vertically within a dark rectangular border.

Enterprise Fax

To:	GLINDA WARD	From:	R. Rios Raya
Fax:	4804978847	Phone:	
Phone:		Date:	October 01, 2009
Re:		Fax Number:	1-866-357-7088

* Comments:

Thank you for your recent inquiry about your Bill Pay service. At your request, we have attached a photocopy of the check payable to MGC Mortgage, Inc. in the amount of \$442.05.

Please select "Contact Us" from the top of any Bill Pay screen to send us an email if you have any questions or need further assistance. Or, you may call one of our Bill Pay Specialists anytime at 1-800-956-4442, option 2. Thank you for banking with Wells Fargo.

Sincerely,

R. Rios Raya
Wells Fargo

This message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone at the number listed above.

If you no longer wish to receive faxes from us, please contact the sender of this fax and we will remove your fax number from our list.
Please allow us up to 10 business days to update our records.

Case 3:15-cv-00703-B Document 32-1 Filed 05/27/15 Page 48 of 151 PageID 1401
Bill Pay Research Team

Case #1774330

Print Images

Routing	Sequence #	Paid Date	Amount	Account	Serial
		09012009	\$442.05		1072032928

THE BACK OF THIS CHECK CONTAINS A SECURITY MARK - DO NOT ACCEPT WITHOUT HOLDING AT AN ANGLE TO VERIFY SECURITY MARK.

Please Post to Account:

JAMES & GLINDA G. WARD
2068 E VICTOR RD
GILBERT, AZ 85296-1509

56-342
412

1072032928

August 24, 2009

PAY Four Hundred Forty Two and 5/100 Dollars

TO THE
ORDER OF:

MGC MORTGAGE, INC.

ATTN: PAYMENT PROCESSING

75 REMITTANCE DR DEPT 6664

CHICAGO, IL 60675-6664

\$*****442.05

VOID 90 DAYS AFTER ISSUE

Notes: CONDOMINIUM



Security
Features
Details on
Back

Wells Fargo is agent for its customer.



1072032928

0000044205

P130699976

0715166889
09012009
0710-0030-1
ENT-3690 TRC=3678 PK=02
CR TO ACCT OF >311993330<
PAYEE ABSENCE OF 08/26/09
ENDORSEMENT GTD MGC MORTGAGE
6664-1814-004-001 DHLLHS: 11

MGC Mortgage, Inc.

7195 Dallas Parkway
Plano, Texas 75024
www.mgc mortgage.com
Tel 866-973-3399

October 23, 2009

Mr. James A. Daross, Assistant Attorney General
Texas Office of the Attorney General
401 East Franklin Avenue, Suite 530
El Paso, TX 79901

RECEIVED
OCT 26 2009
OFFICE OF THE ATTORNEY GENERAL
CONSUMER PROTECTION DIVISION
EL PASO REGIONAL OFFICE

Re: James and Glinda Ward
2068 E. Victor Road, Gilbert, AZ 85296-1509
Complaint No. 320131

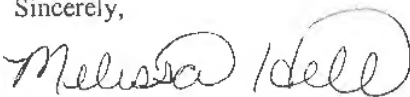
Dear Mr. Daross:

MGC Mortgage, Inc ("MGC") is in receipt of your letter dated October 16, 2009, regarding the above referenced MGC customers. Please note that this response has been provided as a courtesy since MGC is a subsidiary of a federally chartered institution and therefore is not subject to state jurisdiction. Thank you for your patience while we reviewed the complaint.

Our records indicate that MGC received a payment of \$442.05 under check number 1072032928 on or about August 29, 2009. However, due to an inadvertent error, the payment was not applied to the borrowers' loan. MGC's records indicate that, as of today, the loan is due for the December 2009 mortgage payment and all payments received by MGC have been properly posted. We have enclosed a copy of the loan history for your review.

At this point, MGC considers the matter resolved and apologizes for any inconvenience or frustration Mr. and Mrs. Ward may have encountered in connection with this matter. If you have further questions regarding this matter, please contact Jairsinio Estrada at (469) 229-8562, Monday through Friday, from 8:00 a.m. to 5:00 p.m. Central Standard Time.

Sincerely,



Melissa Hill
VP Customer Relations
MGC Mortgage, Inc.

Enclosure: MGC's Loan History

DATE 10/23/2009
 PAGE 1
 LOAN NUMBER [REDACTED]

MORTGAGOR MAILING ADDRESS
 JAMES WARD
 GLINDA G WARD
 2068 E VICTOR RD

GILBERT AZ 85296
 PROPERTY ADDRESS
 540 N MAY ST # 1125-B
 MESA AZ 85201

PAYMENT INFORMATION		ORIGINAL INFORMATION		YEAR-TO-DATE	
P&I PAYMENT	393.83	ORIG BAL	48,050.00	INT PAID	217.92
ESCROW	48.22	ORIGINAL RATE	13.750	NEG AMORT	0.00
OPTIONAL INS	0.00	LOAN TERM	360	TAX PAID	289.22
BUYDOWN	0.00	FIRST DUE DATE	06/01/81	INT ON ESCROW	0.00
ASSISTANCE AMT	0.00	LOAN TYPE	CONV	UNCOLLECTED BALANCES	
ANCILLARY	0.00	CURRENT RATE	8.750	NSF FEES	0.00
TOTAL PAYMENT	442.05			LATE CHARGES	0.00
UNAPL FUNDS	0.00	NEXT DUE DATE	12/01/09	FEES	0.00
		PAID TO DATE	11/01/09	INTEREST	0.00
				TOTALS	0.00

DETAIL BY TRANSACTION					
EFF DATE	TOTAL AMT	PRIN AMT	ESCROW AMT	FEE AMT	DESCRIPTION
PD TO DT	UNAPPLIED AMT	INT AMT	OPT AMT	LT CHG	PRIN BAL AFT
10/21/09	0.00	0.00	0.00	0.00	ADJUSTMENT
11/09	0.00	0.00	0.00	19.69	6619.94
10/21/09	0.00	0.00	0.00	0.00	LCHG/UNC INT
11/09	0.00	0.00	0.00	19.69	0.00
10/21/09	442.05	343.06	48.22	0.00	PAYMENT
11/09	0.00	50.77	0.00	0.00	6619.94
10/19/09	442.05	340.57	48.22	0.00	PAYMENT
10/09	0.00	53.26	0.00	0.00	6963.00
10/19/09	0.00	0.00	0.00	0.00	LCHG/UNC INT
10/09	0.00	0.00	0.00	-19.69	0.00
10/17/09	19.69	0.00	0.00	0.00	STD LATE CHG
09/09	0.00	0.00	0.00	19.69	0.00
10/08/09	-289.22	0.00	-289.22	0.00	ESC DISB
09/09	0.00	0.00	0.00	0.00	7303.57
09/25/09	442.05	338.11	48.22	0.00	PAYMENT
09/09	0.00	55.72	0.00	0.00	7303.57
09/17/09	0.00	0.00	0.00	0.00	STD LATE CHG

08/09	0.00	0.00	0.00	0.00	0.00	7303.57
08/13/09	442.05	335.66	48.22	0.00	PAYMENT	
08/09	0.00	58.17	0.00	0.00		7641.68
06/29/09	442.05	333.23	48.22	0.00	PAYMENT	
07/09	0.00	60.60	0.00	0.00		7977.34
05/27/09	442.05	330.82	48.22	0.00	PAYMENT	
06/09	0.00	63.01	0.00	0.00		8310.57
04/27/09	258.39	0.00	258.39	0.00	ESC DISB	
05/09	0.00	0.00	0.00	0.00		8641.39
04/24/09	442.05	328.43	48.22	0.00	PAYMENT	
05/09	0.00	65.40	0.00	0.00		8641.39
03/24/09	442.05	326.05	48.22	0.00	PAYMENT	
04/09	0.00	67.78	0.00	0.00		8969.82
02/24/09	442.05	323.69	48.22	0.00	PAYMENT	
03/09	0.00	70.14	0.00	0.00		9295.87
01/23/09	442.05	321.34	48.22	0.00	PAYMENT	
02/09	0.00	72.49	0.00	0.00		9619.56
12/23/08	442.05	319.02	48.22	0.00	PAYMENT	
01/09	0.00	74.81	0.00	0.00		9940.90
11/25/08	434.31	316.71	40.48	0.00	PAYMENT	
12/08	0.00	77.12	0.00	0.00		10259.92
10/28/08	434.31	314.42	40.48	0.00	PAYMENT	
11/08	0.00	79.41	0.00	0.00		10576.63
10/28/08	258.39	0.00	258.39	0.00	ESC DISB	
10/08	0.00	0.00	0.00	0.00		10891.05
09/30/08	434.31	312.14	40.48	0.00	PAYMENT	
10/08	0.00	81.69	0.00	0.00		10891.05

321698

OCTOBER 22, 2009

LOSS DRAFT DEPARTMENT
MGC MORTGAGE, INC.
7195 DALLAS PARKWAY
PLANO, TX 75024

OFFICE OF THE ATTORNEY GENERAL

RE: STANLEY D. SHEPARD
320 PEBBLEBROOK LANE
GLENN HEIGHTS, TX 75154-1851
LOAN NUMBER: [REDACTED]

OCT 26 2009
CONSUMER PROTECTION
DALLAS REGIONAL OFFICE

Dear Sir or Madam:

The timber in the roof is rotting! I need the immediate release of all funds that I previously sent you.

Specifically, on or about September 22, 2009, in response to a phone conversation with Quennester Savage, I mailed a check from my insurance company in the amount of \$6,760.00 to Queenester Savage, MGC, 142 North Road, Suite G, Sudbury MA 01776, in order to get started on repairing damage I sustained at my house. She informed me that MGC would deposit the check and send a portion of it back to me so I could get started on repairing my house. Postal records indicate delivery of the check to MGC on or about September 25. Ms. Savage requested the following in this phone conversation and in a subsequent letter: Loss Draft Check from my insurance company; Mortgagor's Affidavit fully executed and notarized; Contractor's Lien Waiver fully executed and notarized; Contractor's Estimate/Proposal; and Loss/Adjuster report from my insurance company (detailed).

I faxed all of the requested information on or about September 28 to 888.350.4601, Ms. Savage, Loss Draft Administration, MGC c/o PFIC, 200 Kirts Boulevard, Suite 100, Troy, MI 48084-5258. I later called and confirmed her receipt of this information. She was unable to confirm receipt of the check that I mailed.

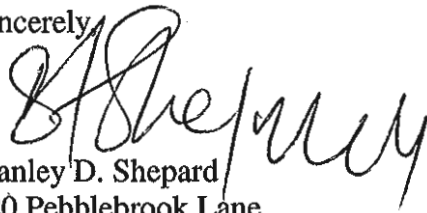
I continue to experience damage to my house due to the dilatory behavior of MGC. Specifically, (1) on or about September 25 I discussed with Crystal Wilson my efforts to locate the check I had mailed to MGC. She was not able to help me; (2) on or about September 28 I spoke with Sandra Graham also in Florence SC about the check. She was not able to help me so she put me through to Ms. Savage and Carlos. None of them could locate the check; (3) on or about October 1 I called Ms. Savage. She could not locate the check; (4) on or about October 2 Renesha Anderson of Assurant /MGC said she could not help me locate the check because account records wouldn't be update until October 8;

(5) on or about October 7 I spoke with Renesha Anderson in Florence SC and she said the records were still not updated therefore, she could not review what had been processed to my account. Sandra Graham called me after I had spoken with Ms. Anderson and informed me that the check was in Plano TX and that I needed to resubmit all documents for loss by way of fax to 843.413.7889. I sent the fax within minutes of this conversation; (6) on or about October 12 I called Ms. Graham to confirm receipt of faxed documents. Ms. Anderson answered the phone and said that Crystal Merrill Greystone Solutions, had sent an e-mail to corporate in Plano regarding the processing of the check so that I could make a first "draw" on the funds. I called Tim McGrath in the Plano corporate office to follow-up on what Ms. Anderson said. He informed me that the "notes" indicated that everything was there and that it would take two to three days for my to receive some funds; (7) on or about October 13 I called Mr. McGrath back and left a message on his phone; (8) on or about October 19 I spoke with Ms. Anderson. She inquired of the Loss Draft Department as to the status of my check. I asked to speak with someone else. Crystal Kirven came on the line and said she would inquire to Plano to see when funds would be released. I called Ms. Kirven later to see what the results were. Vanessa Graves answered the phone. She said she would ask Ms. Kirven what the latest status was; (9) on or about October 20 I spoke with Sonya at MGC – no update. I later called Sandra Graham, Insurance Service Center, Florence SC, she transferred me to Crystal Kirven. Ms Kirven said she would see what happened to the e-mail that Crystal Merrill had previously sent to corporate; (10) on or about October 21 I called Sandra Graham and was transferred to Crystal Kirven. She said she would talk to her boss about my situation. And she felt he would get corporate to move on my funds. I asked her for his name but she declined to give it to me. Ms Kirven called me back and said that I needed to fax the Contractor's Waiver of Lien to 843.413.7119 to her attention. I faxed it within thirty minutes of our conversation. I called later to confirm receipt of the fax. Crystal Wilson informed me that Ms. Kirven was gone for the day. It was 4:19 p.m.; (11) on or about October 22 I called the Insurance Service Center and spoke briefly with Sandra Graham. I asked to speak to Crystal Kirven. Joann Woodberry came on the line and informed me that a check for \$2,253.33 was in process for me and that I might receive some time next week because the check had to come from Plano to Florence and then to me.

Since sending the check to MGC this area has had four (4) major rain events. All of which have exacerbated the damage to my property. The timbers are rotting now.

Therefore, it is my request that MGC forward the full amount of \$6,760.00 to me immediately so that I may begin the repairs desperately needed to my property

Sincerely,

A handwritten signature in black ink, appearing to read "S. Shepard", is written over the typed name.

Stanley D. Shepard
320 Pebblebrook Lane
Glenn Heights TX 75154-1851
972.223.3915 (home)
469.245.9940 (cell)

CC: Better Business Bureau of Dallas
1601 Elm Street Suite 3838
Dallas TX 75201

State of Texas
Office of Attorney General
400 South Zang Blvd
Suite 400
Dallas TX 75208



P.O. BOX 2739
GRAND RAPIDS, MI 49501-2739

1-800-527-3907
FAX 1-877-452-3957

September 17, 2009

STANLEY SHEPARD & BILLIE SHEPARD
320 PEBBLEBROOK LN
RED OAK TX 75154

RE: Claim No.: 8437803
Type of Loss: Wind
Date of Loss: September 13, 2009

Dear Mr. & Mrs. Shepard:

We are writing this letter to follow up recent discussions concerning the settlement of your claim. We have made payment to you in the amount of \$6,760.00 on an actual cash value basis. Actual Cash Value means the cost to repair or replace the property with new materials of like kind and quality, less allowance for physical deterioration and depreciation, including obsolescence. The actual cash value payment was made on the coverages provided by your policy as follows:

	Home	Personal Property	Other Structures
Amount of Loss	\$14,307.00	N/A	N/A
Less Depreciation	\$5,858.48		
Less Deductible	\$1,688.52		
Less Amount over Limits	\$0.00		
Amount Paid	\$6,760.00		

As the loss is over \$2500.00 the payment will include your lien holder on the check, you will need to contact them to determine how they address this endorsement process.

In addition to the actual cash value payment your policy also provides Replacement Cost Coverage for your home.

Since these coverages have replacement cost, you have the option to accept the actual cash value (Amount Paid) outlined above or select the Replacement Cost Coverage Option. In order to select the Replacement Cost Coverage Option, you must complete repairs and/or replacement of the involved items and submit paid bills or receipts to us within 365 days from the date of loss.

If you find you are unable to complete the repair or replacement within 365 days of the loss, please contact us if you wish to request an extension of time to comply with Replacement Cost Coverage Option.

When the repair or replacement of the property, as noted above, has been completed, you will be entitled to an additional payment of the lower of:



Consumer Protection Division

Complaint Form Report

Today's Date: 10/28/2009 12:27

Date Filed: 10/21/2009

Complaint: 321953

Attorney General of Texas**Greg Abbott****Consumer's Information:**

Name: Morge, Rose

Home Phone: (812)4667509

Address: 2748 E Northwood Ave

Work Phone: (812)4667509

City, State, Zip: Terre Haute, IN 47805

Age: 30 to 39

County:

Support documents will be sent:

Business or individual complaint is filed against:

Business: MGC Mortgage

Phone: (866)544-9820

Address: 7195 Dallas Parkway

Contact Person: To whom it may concern

Website:

City, State, Zip: Plano, TX 75024

Email address:

County:

First Contacted Via:

Contract Signed: Yes

(other):

Original Amount:

Solicitation Other Language: No

Amount Paid:

Where transaction took place: Dallas

Payment: Unknown

(other):

Date Of Payment:

Transaction Dates:

Complained to Business:

If so, when?

Business Response?

none

Have you contacted another agency or attorney about this complaint?

Name and Address of agency or attorney?

What action was taken by this agency or attorney?

Description Of Complaint:

When calling the company they leave you on "hold" for at least one (1) hour, often up to two (2) hours before taking your call. Sometimes they will not even take your call and they ask you to leave a voice mail and they are supposed to return your call. They never have returned calls from our voice mail messages. We are trying to keep our home from going in to foreclosure, but we can never speak to someone to see how much we need to pay to bring our mortgage current again. We have made two (2) payments that should have/or nearly would have brought our mortgage current but we are unable to find out because they won't take our call. The last two (2) payments that we have made, they haven't posted to our account, so then it makes it look like we haven't been paying at all.



Consumer Protection Division

Complaint Form Report

Today's Date: 11/30/2009 10:23

Date Filed: 11/24/2009

Complaint: 324942

Attorney General of Texas**Greg Abbott****Consumer's Information:**

Name: Hirschi, Brian

Home Phone:

Address: 1910 E 3025 N

Work Phone:

City, State, Zip: North Logan, UT 84341

Age: 30 to 39

County:

Support documents will be sent:

Business or individual complaint is filed against:

Business: MGC Mortgage

Phone: (866)544-9820

Address: 7195 Dallas Parkway

Contact Person: To whom it may concern

City, State, Zip: Plano, TX 75024

Website:

County:

Email address:

First Contacted Via:

Contract Signed: No

(other):

Original Amount: 4100.00

Solicitation Other Language: No

Amount Paid: 4100.00

Where transaction took place: Dallas

Payment: Bank Account Debit

(other):

Date Of Payment:

Transaction Dates:

Complained to Business:

If so, when?

Business Response?

Don't care

Have you contacted another agency or attorney about this complaint?

Name and Address of agency or attorney?

What action was taken by this agency or attorney?

Description Of Complaint:

MGC Mortgage (owned by Beal Bank?) took over my mortgage loan servicing from GMAC mortgage, then sold it back to GMAC, then bought back the mortgage. MGC is an incompetant business and should not be licensed in the state of Texas to be able to service mortgage loans. They have lost my payments, not processed payments, do not send statments or notices, call to harass me about late payments when they have the check sitting in their offices, etc. I also tried to modify my loan with MCG as I can no longer afford to make the current payments and they said they don't have to do any modifications and would just as soon foreclose on the home and sell it. They are greedy, incompetant white collar criminals playing around loosely and causing problems for people's mortgages and lives.

MGC Mortgage, Inc.

copy

7195 Dallas Parkway
Plano, Texas 75024
www.mgcmortgage.com
Tel 866-973-3399

March 22, 2010

RECEIVED

MAR 26 2010

OFFICE OF THE ATTORNEY GENERAL
CONSUMER PROTECTION DIVISION
EL PASO REGIONAL OFFICE

James A. Daross, Assistant Attorney General
State of Texas Office of the Attorney General Greg Abbott
401 East Franklin Avenue, Suite 530
El Paso, TX 79901

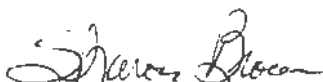
Re: Brian L. Hirschi
Your Complaint Number 324942
1910 East 3025 North
North Logan, UT 84341

Dear James A. Daross:

MGC Mortgage, Inc ("MGC") has received your letter dated December 18, 2009, regarding the referenced complaint. MGC has reviewed the complaint and provided the enclosed correspondence to Brian L. Hirschi. This letter was mailed to the borrower on March 22, 2010.

At this point, MGC considers the matter resolved. If you have further questions regarding this matter, please contact Anna Schmidt at (469) 229-8774.

Sincerely,



Sharon Brock
SVP Loan Operations

Enclosure- Response to Brian L. Hirschi

cc: Brian L. Hirschi

MGC Mortgage, Inc.

7195 Dallas Parkway
Plano, Texas 75024
www.mgcmortgage.com
Tel 866-973-3399

March 22, 2010

Brian L. Hirschi
1910 East 3025 North
North Logan, UT 84341

RE: Loan Number [REDACTED]
1910 East 3025 North
North Logan, UT 84341

Dear Brian L. Hirschi:

MGC Mortgage, Inc ("MGC") is in receipt of the correspondence submitted via the State of Texas Office of the Attorney General Greg Abbott dated December 18, 2009. Thank you for your patience while MGC researched this inquiry.

Thorough research has been conducted, and it appears that all monies sent to MGC for this account have been posted correctly. The servicing of your loan originally transferred from GMAC Mortgage, LLC ("GMAC") to MGC on or about July 2, 2008, at which time your loan was next due for July 1, 2008. Immediately following transfer, the posting of payments sent to MGC may have been delayed due to system limitations, but please note that no late fees were assessed. We apologize for any inconvenience the posting delays may have caused. On or about October 27, 2008, the servicing of your loan transferred back to GMAC. The following payments were sent to MGC and posted to your account prior to October 27, 2008.

1. Check number 7542 dated August 5, 2008 in the amount of \$4,858.10 was posted effective August 7, 2008.
2. Check number 1198 dated August 5, 2008 in the amount of \$2,429.04 was posted effective August 7, 2008.
3. Check number 9037 dated September 5, 2008 in the amount of \$1,214.52 was posted effective September 7, 2008.
4. Check number 9750 dated September 5, 2008 in the amount of \$2,429.05 was posted effective September 7, 2008.
5. Check number 9039 dated October 7, 2008 in the amount of \$1,214.52 was posted effective October 7, 2008.
6. Check number 9755 dated October 7, 2008 in the amount of \$2,429.05 was posted effective October 7, 2008.

Funds totaling \$14,574.28 were remitted to MGC prior to the servicing transfer of your loan to GMAC. These funds were forwarded to GMAC for re-posting to ensure accounting accuracy. These transactions may be found on the enclosed MGC Loan History wherein payments for July 2008 through October 2008 are posted on October 30, 2008. All transactions which took place on October 30, 2008 represent the funds sent to MGC, which were subsequently transferred to GMAC. Please review the table below for accounting of these funds.

MGC Mortgage, Inc.

Brian L. Hirschi
 March 22, 2010
 Page Two

7195 Dallas Parkway
 Plano, Texas 75024
 www.mgcmortgage.com
 Tel 866-973-3399

Payments Remitted	
Check Number	Amount
7542	\$4,858.10
1198	\$2,429.04
9037	\$1,214.52
9750	\$2,429.05
9039	\$1,214.52
9755	\$2,429.05
Total	\$14,574.28

Payments Posted		
Payment Due	Amount	Notes
7/1/2008	\$3,629.81	
8/1/2008	\$3,629.81	
8/1/2008	\$27.52	Additional Principal
9/1/2008	\$3,629.81	
9/1/2008	\$13.76	Additional Principal
10/1/2008	\$3,629.81	
10/1/2008	\$13.76	Additional Principal
Total	\$14,574.28	

Effective on or about July 1, 2009, the servicing of your loan transferred from GMAC to MGC. Since that date, MGC has received the following payments which research indicates were posted to your account correctly. Please be advised that MGC received notice that a "stop payment" was placed on check number 9949 in the amount of \$2,677.18; therefore, this check was initially credited to your account, and reversed upon notification.

1. Check number 9943 dated July 23, 2009 in the amount of \$2,677.18 was posted effective July 23, 2009.
2. Check number 9068 dated July 23, 2009 in the amount of \$1,338.59 was posted effective July 23, 2009.
 - Check numbers 9943 and 9068 were combined to pay the July 1, 2009 payment.
3. Check number 9948 dated August 7, 2009 in the amount of \$2,677.18 was posted effective August 10, 2009.
4. Check number 9069 dated August 7, 2009 in the amount of \$1,338.59 was posted effective August 10, 2009.
 - Check numbers 9948 and 9069 were combined to pay the August 1, 2009 payment.
5. Check number 9949 dated September 4, 2009 in the amount of \$2,677.18 was posted effective September 8, 2009, then reversed on September 21, 2009 due to the "stop payment" placed on check.
6. Check number 9159 dated September 8, 2009 in the amount of \$4,015.77 was posted effective September 8, 2009.
 - Check number 9159 paid the payment due September 1, 2009.
7. Check number 9160 dated October 8, 2009 in the amount of \$4,015.77 was posted effective October 8, 2009.
 - Check number 9160 paid the payment due October 1, 2009.
8. Check number 9168 dated November 6, 2009 in the amount of \$4,015.77 was posted effective November 6, 2009.
 - Check number 9168 paid the payment due November 1, 2009.

MGC Mortgage, Inc.

Brian L. Hirschi
March 22, 2010
Page Three

7195 Dallas Parkway
Plano, Texas 75024
www.mgcmortgage.com
Tel 866-973-3399

9. Check number 9191 dated December 24, 2009 in the amount of \$4,015.77 was posted effective December 28, 2009. A valid late fee of \$176.34 was assessed for this payment.
 - Check number 9191 paid the payment due December 1, 2009.
10. Check number 9195 dated January 12, 2010 in the amount of \$4,015.77 was posted effective January 13, 2010.
 - Check number 9195 paid the payment due January 1, 2010.
11. Check number 2175181184 dated February 23, 2010 in the amount of \$4,015.77 was posted effective March 1, 2010. A valid late fee of \$176.34 was assessed for this payment.
 - Check number 2175181184 paid the payment due February 1, 2010.
 - The payment due February 1, 2010 totaled \$3,898.05; therefore, the additional funds of \$117.72 remitted with this payment were paid toward the outstanding late fees on the account.
12. A check received on March 15, 2010 in the amount of \$3,898.05 was posted effective March 15, 2010.
 - The check received on March 15, 2010 paid the payment due March 1, 2010.

Currently, your account is due for April 1, 2010 and late fees of \$264.96 remain outstanding (December 2009 late fee of \$176.34, plus February 2010 late fee of \$176.34 totals late fees of \$352.68, minus \$117.72 paid toward late fees, equals outstanding late fees of \$264.96).

In regards to your request for payment assistance, MGC has reviewed the income documents you provided for consideration of a loan modification. We have determined that your current income indicates that your mortgage payment is approximately 22% of your monthly income. This ratio is considered affordable according to current underwriting guidelines and standards. While excessive consumer debt may strain your personal budget, your mortgage payment is considered affordable and a modification or work out plan cannot be offered at this time.

Extensive research has been conducted in an effort to ensure that all matters raised in your correspondence were addressed. For further assistance with this matter, please contact Anna Schmidt at (469) 229-8774. For general questions on your loan, please contact MGC's Customer Service Department at (866) 973-3399 Monday through Friday from 8:00 a.m. to 5:00 p.m. Central Standard Time.

Sincerely,



Sharon Brock
SVP Loan Operations

Enclosure- MGC Loan History
GMAC Loan History

cc: James A. Daross, State of Texas Office of the Attorney General Greg Abbott

Page 1 of 4

DATE 3/22/2010
 PAGE 1
 LOAN NUMBER [REDACTED]

MORTGAGOR MAILING ADDRESS
 BRIAN L HIRSCH

1910 E 3025 N

NORTH LOGAN UT 84341
 PROPERTY ADDRESS
 1910 E 3025 N

NORTH LOGAN UT 84341-0000

PAYMENT INFORMATION		ORIGINAL INFORMATION		YEAR-TO-DATE	
P&I PAYMENT	3,526.83	ORIG BAL	572,800.00	INT PAID	8,632.42
ESCROW	371.22	ORIGINAL RATE	6.250	NEG AMORT	0.00
OPTIONAL INS	0.00	LOAN TERM	360	TAX PAID	0.00
BUYDOWN	0.00	FIRST DUE DATE	04/01/07	INT ON ESCROW	4.34
ASSISTANCE AMT	0.00	LOAN TYPE	CONV	UNCOLLECTED BALANCES	
ANCILLARY	0.00	CURRENT RATE	6.250	NSF FEES	0.00
TOTAL PAYMENT	3,898.05			LATE CHARGES	234.96
UNAPL FUNDS	0.00	NEXT DUE DATE	04/01/10	FEES	0.00
		PAID TO DATE	03/01/10	INTEREST	0.00
				TOTALS	234.96

DETAIL BY TRANSACTION						
EFF DATE	TOTAL AMT	PRIN AMT	ESCROW AMT	FEE AMT	DESCRIPTION	
PD TO DT	UNAPPLIED AMT	INT AMT	OPT AMT	LT CHG	PRIN BAL AFT	
03/15/10	3898.05	652.73	371.22	0.00	PAYMENT	
03/10	0.00	2874.10	0.00	0.00	551173.82	
03/01/10	4015.77	649.35	371.22	0.00	PAYMENT	
02/10	0.00	2877.48	0.00	117.72	551826.55	
03/01/10	0.00	0.00	0.00	0.00	LCHG/UNC INT	
02/10	0.00	0.00	0.00	-58.62	0.00	
02/17/10	176.34	0.00	0.00	0.00	STD LATE CHG	
01/10	0.00	0.00	0.00	176.34	0.00	
01/13/10	4015.77	645.99	488.94	0.00	PAYMENT	
01/10	0.00	2880.84	0.00	0.00	552475.90	
12/31/09	29.40	0.00	29.40	0.00	INT ON ESC	
12/09	0.00	0.00	0.00	0.00	553121.89	
12/28/09	4015.77	642.64	488.94	0.00	PAYMENT	
12/09	0.00	2884.19	0.00	0.00	553121.89	

3/22/2010

Page 2 of 4

12/28/09	0.00	0.00	0.00	0.00	LCHG/UNC INT	
12/09	0.00	0.00	0.00	-176.34		0.00
12/22/09	-261.25	0.00	-261.25	0.00	ESC DISB	
11/09	0.00	0.00	0.00	0.00		553764.53
12/17/09	176.34	0.00	0.00	0.00	STD LATE CHG	
11/09	0.00	0.00	0.00	176.34		553764.53
11/13/09	-3532.73	0.00	-3532.73	0.00	ESC DISB	
11/09	0.00	0.00	0.00	0.00		553764.53
11/06/09	4015.77	639.31	488.94	0.00	PAYMENT	
11/09	0.00	2887.52	0.00	0.00		553764.53
10/08/09	4015.77	636.00	488.94	0.00	PAYMENT	
10/09	0.00	2890.83	0.00	0.00		554403.84
09/21/09	-2677.18	-2677.18	0.00	0.00	REVERSAL	
09/09	0.00	0.00	0.00	0.00		555039.84
09/08/09	2677.18	2677.18	0.00	0.00	ADDL PRIN	
09/09	0.00	0.00	0.00	0.00		552362.66
09/08/09	1338.59	632.70	488.94	0.00	PAYMENT	
09/09	-2677.18	2894.13	0.00	0.00		555039.84
09/08/09	-2677.18	0.00	0.00	0.00	UNAPPLIED	
09/09	-2677.18	0.00	0.00	0.00		555039.84
09/08/09	2677.18	0.00	0.00	0.00	MISC RECEIPT	
08/09	2677.18	0.00	0.00	0.00		555672.54
09/08/09	2677.18	0.00	0.00	0.00	UNAPPLIED	
08/09	2677.18	0.00	0.00	0.00		555672.54
08/10/09	1338.59	629.42	488.94	0.00	PAYMENT	
08/09	-2677.18	2897.41	0.00	0.00		555672.54
08/10/09	-2677.18	0.00	0.00	0.00	UNAPPLIED	
08/09	-2677.18	0.00	0.00	0.00		555672.54
08/10/09	2677.18	0.00	0.00	0.00	MISC RECEIPT	
07/09	2677.18	0.00	0.00	0.00		556301.96
08/10/09	2677.18	0.00	0.00	0.00	UNAPPLIED	
07/09	2677.18	0.00	0.00	0.00		556301.96
07/23/09	2677.18	626.16	488.94	0.00	PAYMENT	
07/09	-1338.59	2900.67	0.00	0.00		556301.96
07/23/09	-1338.59	0.00	0.00	0.00	UNAPPLIED	
07/09	-1338.59	0.00	0.00	0.00		556301.96
07/23/09	1338.59	0.00	0.00	0.00	MISC RECEIPT	
06/09	1338.59	0.00	0.00	0.00		556928.12
07/23/09	1338.59	0.00	0.00	0.00	UNAPPLIED	
06/09	1338.59	0.00	0.00	0.00		556928.12
07/21/09	0.00	0.00	0.00	0.00	STD LATE CHG	
06/09	0.00	0.00	0.00	0.00		556928.12
07/17/09	0.00	0.00	0.00	0.00	STD LATE CHG	
06/09	0.00	0.00	0.00	0.00		556928.12
06/30/09	1.59	0.00	1.59	0.00	INT ON ESC	
06/09	0.00	0.00	0.00	0.00		556928.12
06/05/09	1338.59	622.92	488.94	0.00	PAYMENT	
06/09	-2677.18	2903.91	0.00	0.00		556928.12
06/05/09	-2677.18	0.00	0.00	0.00	UNAPPLIED	
06/09	-2677.18	0.00	0.00	0.00		556928.12
06/05/09	2677.18	0.00	0.00	0.00	MISC RECEIPT	
05/09	2677.18	0.00	0.00	0.00		557551.04

Page 3 of 4

06/05/09	2677.18	0.00	0.00	0.00	UNAPPLIED	
05/09	2677.18	0.00	0.00	0.00		557551.04
05/07/09	1338.59	619.69	488.94	0.00	PAYMENT	
05/09	-2677.18	2907.14	0.00	0.00		557551.04
05/07/09	-2677.18	0.00	0.00	0.00	UNAPPLIED	
05/09	-2677.18	0.00	0.00	0.00		557551.04
05/07/09	2677.18	0.00	0.00	0.00	MISC RECEIPT	
04/09	2677.18	0.00	0.00	0.00		558170.73
05/07/09	2677.18	0.00	0.00	0.00	UNAPPLIED	
04/09	2677.18	0.00	0.00	0.00		558170.73
04/14/09	-922.00	0.00	-922.00	0.00	ESC DISB	
04/09	0.00	0.00	0.00	0.00		558170.73
04/07/09	2677.18	616.48	488.94	0.00	PAYMENT	
04/09	-1338.59	2910.35	0.00	0.00		558170.73
04/07/09	-1338.59	0.00	0.00	0.00	UNAPPLIED	
04/09	-1338.59	0.00	0.00	0.00		558170.73
04/07/09	1338.59	0.00	0.00	0.00	MISC RECEIPT	
03/09	1338.59	0.00	0.00	0.00		558787.21
04/07/09	1338.59	0.00	0.00	0.00	UNAPPLIED	
03/09	1338.59	0.00	0.00	0.00		558787.21
03/06/09	2677.18	613.29	488.94	0.00	PAYMENT	
03/09	-1338.59	2913.54	0.00	0.00		558787.21
03/06/09	-1338.59	0.00	0.00	0.00	UNAPPLIED	
03/09	-1338.59	0.00	0.00	0.00		558787.21
03/06/09	1338.59	0.00	0.00	0.00	MISC RECEIPT	
02/09	1338.59	0.00	0.00	0.00		559400.50
03/06/09	1338.59	0.00	0.00	0.00	UNAPPLIED	
02/09	1338.59	0.00	0.00	0.00		559400.50
02/06/09	2677.18	610.11	488.94	0.00	PAYMENT	
02/09	-1338.59	2916.72	0.00	0.00		559400.50
02/06/09	-1338.59	0.00	0.00	0.00	UNAPPLIED	
02/09	-1338.59	0.00	0.00	0.00		559400.50
02/06/09	1338.59	0.00	0.00	0.00	MISC RECEIPT	
01/09	1338.59	0.00	0.00	0.00		560010.61
02/06/09	1338.59	0.00	0.00	0.00	UNAPPLIED	
01/09	1338.59	0.00	0.00	0.00		560010.61
01/07/09	13.76	13.76	0.00	0.00	ADDL PRIN	
01/09	0.00	0.00	0.00	0.00		560010.61
01/07/09	1200.76	606.88	102.98	0.00	PAYMENT	
01/09	-2429.05	2919.95	0.00	0.00		560024.37
01/07/09	-2429.05	0.00	0.00	0.00	UNAPPLIED	
01/09	-2429.05	0.00	0.00	0.00		560024.37
01/07/09	2429.05	0.00	0.00	0.00	MISC RECEIPT	
12/08	2429.05	0.00	0.00	0.00		560631.25
01/07/09	2429.05	0.00	0.00	0.00	UNAPPLIED	
12/08	2429.05	0.00	0.00	0.00		560631.25
12/31/08	3.35	0.00	3.35	0.00	INT ON ESC	
12/08	0.00	0.00	0.00	0.00		560631.25
12/05/08	13.76	13.76	0.00	0.00	ADDL PRIN	
12/08	0.00	0.00	0.00	0.00		560631.25
12/05/08	2415.29	603.66	102.98	0.00	PAYMENT	
12/08	-1214.52	2923.17	0.00	0.00		560645.01

Page 4 of 4

12/05/08	-1214.52	0.00	0.00	0.00	UNAPPLIED	
12/08	-1214.52	0.00	0.00	0.00		560645.01
12/05/08	1214.52	0.00	0.00	0.00	MISC RECEIPT	
11/08	1214.52	0.00	0.00	0.00		561248.67
12/05/08	1214.52	0.00	0.00	0.00	UNAPPLIED	
11/08	1214.52	0.00	0.00	0.00		561248.67
11/18/08	-3545.87	0.00	-3545.87	0.00	ESC DISB	
11/08	0.00	0.00	0.00	0.00		561248.67
11/07/08	13.76	13.76	0.00	0.00	ADDL PRIN	
11/08	0.00	0.00	0.00	0.00		561248.67
11/07/08	2415.29	600.46	102.98	0.00	PAYMENT	
11/08	-1214.52	2926.37	0.00	0.00		561262.43
11/07/08	-1214.52	0.00	0.00	0.00	UNAPPLIED	
11/08	-1214.52	0.00	0.00	0.00		561262.43
11/07/08	1214.52	0.00	0.00	0.00	MISC RECEIPT	
10/08	1214.52	0.00	0.00	0.00		561862.89
11/07/08	1214.52	0.00	0.00	0.00	UNAPPLIED	
10/08	1214.52	0.00	0.00	0.00		561862.89
10/30/08	13.76	13.76	0.00	0.00	ADDL PRIN	
10/08	0.00	0.00	0.00	0.00		561862.89
10/30/08	3629.81	597.28	102.98	0.00	PAYMENT	
10/08	0.00	2929.55	0.00	0.00		561876.65
10/30/08	13.76	13.76	0.00	0.00	ADDL PRIN	
09/08	0.00	0.00	0.00	0.00		562473.93
10/30/08	3629.81	594.11	102.98	0.00	PAYMENT	
09/08	0.00	2932.72	0.00	0.00		562487.69
10/30/08	27.52	27.52	0.00	0.00	ADDL PRIN	
08/08	0.00	0.00	0.00	0.00		563081.80
10/30/08	3629.81	590.89	102.98	0.00	PAYMENT	
08/08	0.00	2935.94	0.00	0.00		563109.32
10/30/08	3629.81	587.83	102.98	0.00	PAYMENT	
07/08	0.00	2939.00	0.00	0.00		563700.21
10/27/08	2782.52	0.00	2782.52	0.00		
06/08	0.00	0.00	0.00	0.00		564288.04

2008 HISTORY STATEMENT OF MORTGAGE ACCOUNT

PFST753 * Untitled

JAK PAGE 6

GMAC MORTGAGE, LLC -681
 3451 HAMMOND AVENUE
 WATERLOO IA 50702

07/06/08 PAGE 1

LOAN TYPE 1-0 CONVENTIONAL
 ACCOUNT NUM [REDACTED]

BRIAN L HIRSCHI
 1910 E 3025 N
 NORTH LOGAN

UT 84341-0000

INV CODE 91201 BLOCK 00001
 INV ACCT NBR 10973714

2008 DETAIL BY TRANSACTION											
TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	DUE DATE	POST DATE	PRINCIPAL PAID	INTEREST PAID	ESCROW PAID	CR LIFE / DISAB	LT CHRG/ FEES	PRINCIPAL BAL AFTER TRAN	ESCROW BAL AFTER TRAN	UNAPP FUNDS AFTER TRAN
MISC RECEIPT	1214.52	12/07	01/07						567,805.38	-1,390.85	1,214.52
PAYMENT	2429.05	01/08	01/07	569.51	2957.32	116.74			567,235.87	-1,274.11	
MISC RECEIPT	2358.93	01/08	01/21			2358.93			567,235.87	1,084.82	
MISC RECEIPT	1214.52	01/08	02/07						567,235.87	1,084.82	1,214.52
MISC RECEIPT	2429.05	01/08	02/07						567,235.87	1,084.82	3,643.57
PAYMENT	151.31	02/08	02/11	572.48	2954.35	268.05			566,663.39	1,352.87	
MISC RECEIPT	1815.75	02/08	02/18			1815.75			566,663.39	3,168.62	
MISC RECEIPT	1214.52	02/08	03/07						566,663.39	3,168.62	1,214.52
PAYMENT	2415.29	03/08	03/07	575.46	2951.37	102.98			566,087.93	3,271.60	
ADDL PRIN	13.76	03/08	03/07	13.76					566,074.17	3,271.60	
MISC RECEIPT	1214.52	03/08	04/07						566,074.17	3,271.60	1,214.52
PAYMENT	2415.29	04/08	04/07	578.53	2948.30	102.98			565,495.64	3,374.58	
ADDL PRIN	13.76	04/08	04/07	13.76					565,481.88	3,374.58	
ESC DISB		04/08	04/15			-822.79			565,481.88	2,551.79	
MISC RECEIPT	1214.52	04/08	05/07						565,481.88	2,551.79	1,214.52
PAYMENT	2415.29	05/08	05/07	581.61	2945.22	102.98			564,900.27	2,654.77	
ADDL PRIN	13.76	05/08	05/07	13.76					564,886.51	2,654.77	
MISC RECEIPT	1214.52	05/08	06/06						564,886.51	2,654.77	1,214.52
PAYMENT	2415.29	06/08	06/06	584.71	2942.12	102.98			564,301.80	2,757.75	
ADDL PRIN	13.76	06/08	06/06	13.76					564,288.04	2,757.75	
INT ON ESC	24.77	06/08	06/30			24.77			564,288.04	2,782.52	

SUMMARY TOTALS

PRINCIPAL	BALANCE START OF PERIOD	567,805.38	P & I PAYMENT	3,526.83
PRINCIPAL	PAID DURING PERIOD	3,517.34	ESCROW PAYMENT	102.98
PRINCIPAL	BALANCE END OF PERIOD	564,288.04		
ESCROW	BALANCE START OF PERIOD	-1,390.85	TOTAL PAYMENT	3,629.81
ESCROW	PAID DURING PERIOD	4,996.16		
ESCROW	DISBURSEMENTS	-822.79		
ESCROW	BALANCE END OF PERIOD	2,782.52	ESCROW INT EARNE	24.77

0 2008 HISTORY STATEMENT OF MORTGAGE ACCOUNT PFST753 *

0175903202 JAK PAGE 7

Untitled

GMAC MORTGAGE, LLC
3451 HAMMOND AVENUE
WATERLOO IA 50702

-681

07/06/08 PAGE 2

SUMMARY TOTALS (CONT)

ACCOUNT NUMBER



INTEREST	PAID DURING PERIOD	17,698.68
PROPERTY	TAXES PAID DURING PERIOD	0.00



Consumer Protection Division

Complaint Form Report

Today's Date: 12/17/2009 9:57

Date Filed: 12/16/2009

Complaint: 326621

Attorney General of Texas**Greg Abbott****Consumer's Information:**

Name: Austin, Karen

Home Phone: (817)5017050

Address: 6756 Silvercrest Dr

Work Phone:

City, State, Zip: Arlington, TX 76002

Age: 40 to 49

County:

Support documents will be sent:

Business or individual complaint is filed against:

Business: MGC Mortgage

Phone: (866)544-9820

Address: 7195 Dallas Parkway

Contact Person: To whom it may concern

City, State, Zip: Plano, TX 75024

Website:

County:

Email address:

First Contacted Via:

Contract Signed: No

(other):

Original Amount: 7000.00

Solicitation Other Language: No

Amount Paid: 7000.00

Where transaction took place: Dallas

Payment: Wire Transfer

(other):

Date Of Payment:

Transaction Dates:

Complained to Business:

If so, when?

Business Response?

We will have to investigate your account and get back with you.

Have you contacted another agency or attorney about this complaint?

Name and Address of agency or attorney?

What action was taken by this agency or attorney?

Description Of Complaint:

We got behind on our mortgage due to medical reasons and servicing of the mortgage company [MGC Mortgage]. To make a long story short, an amount of \$7,000.00 payment was agreed upon to stop the foreclosure procedure. I [Karen Austin] requested that a letter be sent to my Retirement Account for the withdrawal of the amount agreed upon. On October 8, 2009, a fax number was given to MGC Mortgage to send the letter. In the meantime during the waiting process, the letter was never sent because the fax number was transposed in numbers by the Mortgage Company [MGC Mortgage]. This, of course, delayed the process of retrieving the funds that were needed at a specific time which was October 30, 2009. On October 13, 2009 I was told by a rep by the name of Tara of MGC Mortgage that I would need to send a letter of request to their attorneys stating the specified amount that was needed to reinstate our loan so that the reps of my retirement company can release the funds of 7,000. I did specify that this was a time sensitive matter. The letter was finally sent, however, the amount that was requested was the payoff amounts that was beyond the agreed upon amount of \$7,000.00. On October 26, 2009 we received a letter of denial from the Retirement Company specifying the details of the denial. On October 27, 2009, I then called the mortgage company [MGC Mortgage] to see what I needed to do to keep our house from going through with the foreclosure process set for November 3, 2009. On October 29, 2009, MGC Mortgage Company in return said that the VP of the company advised that to pay \$2,373.11 and fax over a monthly statement from our 401k retirement plan and check stubs to stop the foreclosure process for 30-days until the funds were released from my retirement account. The information needed to be in their office by 5:00pm central time. The information was requested at 4:40 pm central time. The fax was sent at 4:51pm central time. On October 30, 2009, I sent the amount of 2374.00 via Quick Collect with confirmation number MTCN: 684-268-3313. I called MGC Mortgage with a confirmation number on the transaction. At this time, I am still waiting on MGC Mortgage to send the revised letter of request to the Retirement Company. I called on December 8, 2009 wanting to know what I needed to do for the month of



Consumer Protection Division

Complaint Form Report

Today's Date: 12/17/2009 9:57

Date Filed: 12/16/2009

Complaint: 326621

Attorney General of Texas

Greg Abbott

December 2009. I wanted to send a payment and I was told by a rep of MGC Mortgage that I could not send in a regular payment. I was totally confused by this time. The rep of MGC Mortgage told me that they will need to investigate our account and she would call me back. The young lady confirmed my call back number and hung up. I did not get the young lady's name that I spoke with on December 8, 2009, however, we received letters from their attorney's specifying another date of sale on our home, which is January 5, 2010 at 10:00am. On December 16, 2009, I spoke with a Cathelina around 10:15 or 10:30am central time and we went over everything from the beginning of our situation and she specified that the revised letter will be sent out to the Retirement Company to retrieve the original amount of \$7,000.00 that was agreed upon on between October 8 to October 27, 2009. I explained to

Ms. Cathelina that the Retirement Company would have to do their on investigation also before releasing funds. In the meantime, we are on pins and needles wondering if we are going to lose our home we have worked so hard to invest in. We have done everything within means to keep our home and I do not believe that the mortgage company [MGC Mortgage] is doing all they can to help us do so. We should not be held accountable for their negligence. It is obvious that the Mortgage Company is just going through the motion and is not really taking time to give us a chance to rectify this situation. This has been a very stressful time for us. Please help!

Letter of Request

To Whom It May Concern:

I spoke to a representative from MGC Mortgage, Inc. na explained to me that if a deposit of \$7,000 was made to t our loan on our house and stop all proceedings of foreclo

I need a letter stating the specified amount that is needed reps of my retirement in the 401K can release in the amc account.

This is time sensitive and I am asking that your prompt a

Thank you,

A handwritten signature in cursive script that reads "Karen Austin".

Karen D. Austin

Loan # [REDACTED]

MGC Mortgage, Inc.

March 25, 2010

7198 Dallas Parkway
Plano, Texas 75024
www.mgcmortgage.com
Tel 866 973-3399

copy

James A. Daross, Assistant Attorney General
Office of the Attorney General
401 East Franklin Avenue, Suite 530
El Paso, TX 79901

RECEIVED

MAR 29 2010

OFFICE OF THE ATTORNEY GENERAL
CONSUMER PROTECTION DIVISION
EL PASO REGIONAL OFFICE

Re: Karen Austin
Your Complaint # 326621
6756 Silvercrest Drive
Arlington, TX 76002

Dear James A. Daross:

MGC Mortgage, Inc ("MGC") has received your letter dated December 16, 2009, regarding the referenced complaint. MGC has reviewed the complaint and provided the enclosed correspondence to Karen Austin. This letter was mailed to the borrower on March 25, 2010.

At this point, MGC considers the matter resolved. If you have further questions regarding this matter, please contact J. Nick Whitlock at (469) 229-8608.

Sincerely,



Sharon Brock
SVP Loan Operations

Enclosure- as stated

cc: Karen Austin

MGC Mortgage, Inc.

March 25, 2010

7195 Dallas Parkway
Plano, Texas 75024
www.mgcmortgage.com
Tel 866-973-3399

Copy

Daniel E. Austin
Karen D. Yates-Austin
6756 Silvercrest Drive
Arlington, TX 76002

RE: Loan Number [REDACTED]
 Property Located at:
 6756 Silvercrest Drive
 Arlington, TX 76002

Dear Daniel E. Austin and Karen D. Yates-Austin:

MGC Mortgage, Inc ("MGC") is in receipt of the correspondence submitted on your behalf by the Attorney General of Texas dated December 16, 2009, regarding the above-referenced loan. Thank you for your patience while MGC researched this inquiry.

MGC has attempted to work with you by postponing foreclosure sale dates in order for you to have time to obtain funds from your 401k to set up a forbearance agreement. The original foreclosure sale date was scheduled on November 3, 2009, and has been postponed several times with the agreement that you would obtain funds from your 401k in order to start a forbearance agreement.

MGC has established the following sequence of events with regard to your modification request:

- On September 17, 2009, you stated that you needed a hardship letter from MGC sent to your 401k company. You owed \$22,000.00 at the time and the amount needed to start a forbearance plan was half of the total amount due, or \$11,000.00.
- On October 8, 2009, you advised us that you were drawing money from your 401k, at which time we advised you that the sale date was set for November 3, 2009 and lowered the amount due to start a forbearance plan to \$7,000.00.
- On October 19, 2009, we sent a request to the foreclosure attorney to draft a letter to your 401k company so they could remit the funds to you.
- On October 23, 2009, the foreclosure attorney attempted to fax the letter to the 401k company, but was unsuccessful because MGC transposed the fax number when it was given to the attorney. After contacting you to confirm the fax number, the attorney faxed the hardship letter to (202) 682-6439, attention: Workflow Management Team.
- From October 27, 2009 through October 30, 2009 we were in contact with you several times, and you advised us that the letter that was sent to the 401k company was not accepted since the letter did not contain specific figures to be remitted to MGC. Subsequently, another letter was requested and sent. MGC advised you that one (1) payment was required to be remitted by October 30, 2009 in order to postpone the sale date. We received the payment on October 30, 2009 via Western Union Quick Collect in the amount of \$2,374.00, at which time the foreclosure sale was postponed until February 2, 2010.

MGC Mortgage, Inc.

7195 Dallas Parkway
Plano, Texas 75024
www.mgcmortgage.com
Tel 866-973-3399

Karen Austin
March 25, 2010
Page Two

- On January 29, 2010, you advised MGC that the most recent letter sent was accepted and you would be receiving the funds from your 401k. MGC again postponed the foreclosure sale for thirty (30) days until March 2, 2010 and you were advised that the funds must be remitted to MGC by February 28, 2010 or the foreclosure sale would commence on March 2, 2010.
- Though the funds were not remitted as required in February, MGC once again postponed the foreclosure sale to May 4, 2010 after information for a short sale was requested.
- On March 3, 2010, an appraisal was ordered to access the market value of the property.
- On March 9, 2010, the results of the appraisal indicated a market value of \$145,000.00.
- On March 10, 2010, we received a short sale offer in the amount of \$63,896.88 and the offer was given to our Default Department for further review.
- On March 12, 2010, MGC mailed you a letter stating that the short sale offer of \$63,896.88 could not be accepted since the offer was substantially lower than the market value.

Please be advised that the foreclosure sale is scheduled for May 4, 2010 and foreclosure proceedings will continue unless a mutually acceptable agreement is reached on or before the foreclosure sale date. Due to the serious delinquency of your account and the impending foreclosure sale, it is necessary that you take immediate action to prevent the sale of your home. MGC is willing to consider workout options, including a forbearance plan or a short sale offer that is supported by market value. Should you wish to submit an alternative offer for review, please remit the appropriate documents with your offer via facsimile to MGC's Loss Mitigation Department at (469) 229-8606.

For further assistance with this matter, please contact Anna Schmidt (469) 229-8774. For general questions on your loan, please contact MGC's Customer Service Department at (877) 471-7888 Monday through Friday from 8:00 a.m. to 5:00 p.m. Central Standard Time.

Sincerely,



Sharon Brock
SVP Loan Operations

cc: James A. Daross, Assistant Attorney General



Consumer Protection Division

Complaint Form Report

Today's Date: 01/08/2010 11:20

Date Filed: 1/7/2010

Complaint: 328232

Attorney General of Texas**Greg Abbott****Consumer's Information:**

Name: Berg, Amanda

Home Phone: (901)2827788

Address: 2554 Kilgore Cove

Work Phone: (901)4842788

City, State, Zip: Memphis, TN 38133

Age: 20 to 29

County:

Support documents will be sent:

Business or individual complaint is filed against:

Business: MGC Mortgage

Phone: (866)544-9820

Address: 7195 Dallas Parkway

Contact Person: To whom it may concern

Website:

City, State, Zip: Plano, TX 75024

Email address:

County:

First Contacted Via:

Contract Signed: Yes

(other):

Original Amount: 5987.00

Solicitation Other Language: No

Amount Paid: 5987.00

Where transaction took place: Dallas

Payment: Unknown

(other):

Date Of Payment:

Transaction Dates:

Complained to Business:

If so, when?

Business Response?

they would not accept our advances to resolve our delinquent payments, and when we first asked for a loan modification to save our home, they said we don't do modifications, and they refused to work with us on this matter.

Have you contacted another agency or attorney about this complaint?

Name and Address of agency or attorney?

What action was taken by this agency or attorney?

Description Of Complaint:

To whom it may concern, My name is Amanda Berg and my husband and I bought our first home about three years ago. For the first two years we were able to pay our mortgage and we started to raise our family here, this has become our home. We started having trouble upon the sudden decline of the economy, and even through these very difficult times we have made efforts to keep our home. Unfortunately our mortgage company is refusing to help us which in turn raised some concerns with us which is why I'm writing to you today. Our mortgage company is (MGC Mortgage, Inc.) and some of the research that we have done on this company is very telling. Apparently, MGC has a magnitude of complaints from all over the country. This company is a trash bin for lenders that were holding high risk mortgage paper. We think The reason for that is to get weak paper off their books by selling them at a large discount and justify their TARP money request. To me that's fraud (on a very large scale). My assessment is that this company was put together with an agenda to accumulate a large amount of high risk ?subprime? loans and foreclose on them. Once these assets are secured, they can sell bulk portfolios of these REOs at a profit. I think it is a scam company and it was created to defraud the U.S. Treasury. We will lose our home on January 14 if we do not get some help from somewhere, so we thought this may be our best hope short of writing the president himself,

Respectfully Amanda Berg 901-282-7788

MGC Mortgage, Inc.

copy

7195 Dallas Parkway
Plano, Texas 75024
www.mgmtmortgage.com
Tel 866-973-3399

April 2, 2010

RECEIVED

APR 05 2010

James A. Daross, Assistant Attorney General
Office of the Attorney General
401 E. Franklin Avenue, Suite 530
El Paso, TX 79901

OFFICE OF THE ATTORNEY GENERAL
CONSUMER PROTECTION DIVISION
EL PASO REGIONAL OFFICE


Re: Complaint Number 328232
Amanda S. Berg
Loan Number 5083
2554 Kilgore Drive
Memphis, TN 38133

Dear James A. Daross:

MGC Mortgage, Inc. ("MGC") is in receipt of your correspondence dated February 26, 2010, regarding the above referenced loan. MGC has reviewed the complaint and provided the enclosed correspondence to Amanda S. Berg. This letter was mailed to her on April 2, 2010.

At this point, MGC considers the matter resolved. If you have further questions regarding this matter, please do not hesitate to contact Paulette Betts at (469-229-8762).

Sincerely,



Sharon Brock
SVP Loan Operations

Enclosure: As stated

cc: Amanda S. Berg

MGC Mortgage, Inc.

7195 Dallas Parkway
Plano, Texas 75024
www.mgcmortgage.com
Tel 866-973-3399

April 2, 2010

Amanda S. Berg
2554 Kilgore Cove
Memphis, TN 38133

Re: Complaint to Office of the Attorney General
Complaint Number 328232
Loan Number [REDACTED]
2554 Kilgore Cove
Memphis, TN 38133

Dear Amanda S. Berg:

MGC Mortgage, Inc. ("MGC") is in receipt of the correspondence from James A. Daross, Assistant Attorney General dated February 26, 2010, regarding the above referenced loan.

Effective July 1, 2009, your loan transferred from GMAC to MGC.

A review of the loan history indicates that a request for a loan modification was made while the loan was with GMAC. On or about March 13, 2009, the request for a loan modification was denied. The modification request could be resubmitted after successful completion of a three month trial or down payment equal to three payments. In addition, there were concerns regarding the home being for sale and occupancy issues. A repayment plan or trial modification was put into place. The repayment plan was as follows: A \$2,000.00 payment to be received on April 1, 2009, a \$964.41 payment to be received on May 1, 2009 and a \$964.41 payment to be received on June 1, 2009. These payments were made and the loan modification paperwork was mailed out on June 3, 2009. The loan was sold to MGC prior to the completion of the loan modification with GMAC. The loan was due for the February 1, 2009 payment.

On January 6, 2010, a forbearance plan was entered into with MGC. The forbearance plan calls for four payments each in the amount of \$1,153.17 to be made on February 12, March 5, April 5 and May 5, 2010. The February 12 and March 5, 2010 payments have been received. Once the forbearance plan is satisfied, the loan modification documents will be mailed for completion and return. Please be advised that review of your financial information is not a guarantee of a rate reduction or any other change to the original loan terms. There are several factors that are considered when reviewing each request. This includes unexpected hardships and changes in your financial situation that may be affecting the ability to pay the loan in accordance with the original terms. As a result, MGC is not always able to provide borrowers with assistance.

Amanda S. Berg
April 2, 2010
Page 2

For further assistance with this matter, please contact our Loss Mitigation Department at (866) 300-2484. For general questions regarding the loan, please contact MGC's Customer Service Department at (866) 973-3399 Monday through Friday from 8:00 a.m. to 5:00 p.m. Central Standard Time.

Sincerely,

A handwritten signature in black ink, appearing to read "Sharon Brock". The signature is fluid and cursive, with the first name "Sharon" being more prominent than the last name "Brock".

Sharon Brock
SVP Loan Operations

cc: James A. Daross, Assistant Attorney General



The State of South Carolina
Department of Consumer Affairs

3600 FOREST DRIVE
P.O. BOX 5757
COLUMBIA, S.C. 29250-5757

Brandolyn Thomas Pinkston
Administrator

December 2, 2009

Celebrating Over 30 Years of Public Service

Texas Department of Consumer Affairs
Houston Regional Office - Consumer Protection
Office of the Attorney General
808 Travis, Suite 300
Houston, Texas 77002 - 1702

ATTORNEY GENERAL
OF TEXAS

DEC 07 2009

CONSUMER PROTECTION DIVISION
HOUSTON REGIONAL OFFICE

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Chairman
Columbia
Mark Hammond
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Columbia
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Pineville
Tony Macomson
Cowpens
Wayne K. Sims
Columbia
C. Wayne Powell
Gaffney
David Campbell
Columbia
Carole C. Wells
Woodruff

Re: Complaint No. 09-05921-B2, Yolanda Johnson vs. MGC Mortgage

Dear Sir or Madam :

Enclosed is a copy of a complaint that was filed recently with the South Carolina Department of Consumer Affairs. The South Carolina Consumer Protection Code provides that the Administrator of the Department of Consumer Affairs refer complaints to appropriate agencies for action consistent with their jurisdiction.

Our evaluation of the complaint indicates that your agency has jurisdiction in this situation. Therefore, we request that you review the consumer's concerns and take whatever action you deem appropriate. By copy of this letter, the consumer is advised to contact your agency concerning the complaint.

We are closing our file as a referral. Thank you for your attention to this matter.

Sincerely,

BRANDOLYN THOMAS PINKSTON

OFFICE OF THE ATTORNEY GENERAL
DEC 11 2009
CONSUMER PROTECTION
DALLAS REGIONAL OFFICE

By: John T. Smith
John T. Smith
Complaint Analyst II
(803) 734-4200

/wp

Enclosure

cc: Yolanda Johnson
21 Waters Reach Lane
Simpsonville, South Carolina 29681

TELEPHONE (AREA CODE 803)
ADMINISTRATOR
734-4197
ACCOUNTING
734-4264

PUBLIC INFORMATION
734-4191
E-mail: SCDCA@SCCONSUMER.GOV
www.sccconsumer.gov

CONSUMER ADVOCACY
734-4200
(1) FAX: 734-4287
(2) FAX: 734-4286

INVESTIGATORS
734-4236
ENFORCEMENT
734-4236

CONSUMER COMPLAINTS
734-4200
WATS 1-800-922-1594
VOICE/TT - 1-800-735-2905

TELETIPS (803) 734-4215 OR 1 (888) 734-4215 (TOLL FREE IN S.C.)

C# 0905921 ID# 0858416 AT F101 CL _____

Dr. Johnson has successfully registered a complaint.

CUSTOMER INFORMATION

Yolanda Johnson
 21 Waters Reach Lane
 Simpsonville, South Carolina 29681

b2

COMPANY OR ORGANIZATION INFORMATION

MGC MORGAGE
 7195 Dallas Parkway
 Plano, Texas 75024
 United States

They reside in: County
 Home Phone: 8643499787
 Business Phone: 8643499787
 Email Address: [REDACTED]
 Age Group: 36-49

Person they spoke with:
 Business Contact Number: 866-300-2484
 Business Email Address:
 Business Web Site: www.mgcmortgage.com

COMPLAINT INFORMATION: COMPLAINT NUMBER _____ Assigned by Agency
 Date Received: November 25, 2009

Complaint

Due to the economy, I am having problems making my monthly payments because of financial difficulties. My business has dropped over 30%, due to high gas prices and insurance cut backs. I had to go down to 3 working days instead of 5, so that I can meet my payroll overhead. Insurance companies have cut my patients benefits, which require my patients to pay more out of pocket for my services, and due to the bad economy they are not able to pay so this has caused a big drop in my patient visits, which causes a drop in my services and collections. I am unable to get refinancing for my home because the value has gone down. The price of homes in my subdivision has dropped \$30,000. My current interest rate is at 10.775% which makes my mortgage unaffordable. The equity in my house has eroded, so I owe slightly more than it's worth. I have to seek temporary outside help from family to help me meet my debt obligations and I am still not able too. These difficulties began at the beginning of February 2008. In Maerch of 2009 I got a job teaching at a College and I am running my office part time and Im better finacially. I went to a NACA HomeSave Workshop and NACA FIXED MY BUDGET AND HELPED ME SUBMITT A LOAN MODIFICATION THAT WOULD GIVE ME A AFFORDABLE MORGAGE. However, MGC are not willing to work with me. The loan that I have is PREDITORY!

Thank You

Desired Settlement:

I THINK THE LOAN MODIFICATION THAT NACA ESTABLISHED FOR ME IS A FAIR. MGC GETS A PAYMENT EVERY MONTH AND IM ABLE TO KEEP MY HOUSE.

They answered yes or no to the following Questions:

Contacted Business: yes
 Received any Reply from the Business: yes
 Filed with any Consumer Protection Agency: no
 Filed with Better Business Bureau: no
 Retained Legal Counsel: no
 Do they have Support Documentation: no

RECEIVED

NOV 30 2009

DEPT. OF CONSUMER
AFFAIRS



Federal Deposit Insurance Corporation

550 17th St. NW Washington DC, 20429

Office of the Ombudsman

TEXAS ATTORNEY GENERAL

10 JAN -4 PM 4:27

CONSUMER DIV / AUSTIN

December 30, 2009

Office of the Attorney General
Consumer Protection Division
Post Office Box 12548
Austin, TX 78711-2548

Dear Reader:

The FDIC Office of the Ombudsman is attempting to rectify a delinquency dispute between Mr. Curtis Swanson and MGC Mortgage, Inc., a Texas mortgage company domiciled in Plano, Texas. The enclosed letters explain the history of Mr. Swanson's mortgage and the FDIC's involvement in the dispute. Because MGC will not communicate with either Mr. Swanson or the FDIC, I am appealing to MGC's state authority for assistance in correcting Mr. Swanson's payment history and credit ratings. Please contact Mr. Swanson or FDIC Associate Ombudsman Gregory Muse at 703.562.6049 with any questions you may have.

Sincerely,

A handwritten signature in black ink, appearing to read "Cottrell L. Webster".

Cottrell L. Webster
Director, FDIC Office of the Ombudsman

Enclosures

cc: Mr. Curtis Swanson
4680 SW Rainbow Farm Road
Bentonville, AR 72712

MGC Mortgage, Inc.
7195 Dallas Parkway
Plano, TX 75024

OFFICE OF THE ATTORNEY GENERAL
JAN 9 2010
CCS AND INVESTIGATION
DALLAS REGIONAL OFFICE



Federal Deposit Insurance Corporation

1601 Bryan Street, Dallas, Texas 75201

Dallas Field Operations Branch

September 9, 2009

MGC Mortgage, Inc.
Attention: Keith
7195 Dallas Parkway
Plano, Texas 75024

Sent via facsimile to: 469.229.8601

SUBJECT: 10005 – ANB Financial, N.A
Bentonville, Arkansas – In Receivership
MGC Loan Number: [REDACTED]
Customer: Curtis Swanson

Dear Keith,

As you know, ANB Financial, N. A. (ANB) was closed on May 9, 2008 and the FDIC was appointed Receiver. The loan portfolio of ANB was retained by the FDIC as Receiver and included a mortgage loan to Mr. Curtis Swanson. Subsequent to the closing of ANB, the FDIC sold Mr. Swanson's loan to Countrywide Mortgage, now owned by Bank of America (BofA), and BofA subsequently sold to the loan to MGC Mortgage.

During the time that the loan was owned and serviced by the FDIC, Mr. Swanson continued to make his payment including his September 2008 payment in the amount of \$1,345.11 which was made on or about August 21, 2008. During the transfer of the loan payment data from FDIC to BofA, the original due date was posted/input incorrectly. The due date error was not in the information submitted by FDIC but was a recording error made by BofA.

It is my understanding that MGC Mortgage is aware of this situation and will make the necessary corrections to the payment history upon receipt of this letter and will waive all delinquency fees charged to Mr. Swanson. If my understanding is not correct, please let me know as soon as possible.

I'm sure that all parties can agree that any delinquencies resulting from this posting error are not the fault of Mr. Swanson. The FDIC has no problem with Mr. Swanson presenting this letter to the credit bureaus reporting the delinquencies in order to correct their records.

September 9, 2009

On a final note, the FDIC makes no representation on the timeliness of payments made after August 25, 2008.

I can be reached at 972.761.2561 should you have any questions regarding this issue.

Sincerely,

Lesylee D. Hodge
Resolutions & Receiverships Specialist

cc: Curtis Swanson
4680 SW Rainbow Farm Road
Bentonville, AR 72712

Mary Mayer
IBERIABANK *fsb*
706 S Walton Boulevard
Bentonville, AR 72712

Ryan Tucker, Banking Center Manager
Walton Boulevard Banking Center
Bank of America
Bentonville, AR 72712

Curtis Swanson
4680 SW Rainbow Farm Road
Bentonville, Arkansas 72712

December 10, 2009

MGC Mortgage, Inc.
7195 Dallas Parkway
Plano, Texas 75024

SUBJECT: MGC Loan Number: 6967
Borrower Name: Curtis Swanson

To Whom It May Concern:


I, Curtis Swanson, do hereby authorize representatives of the Federal Deposit Insurance Corporation to contact you on my behalf to discuss all aspects of my mortgage loan number [REDACTED]

Should you need to contact me, I can be reached at 479.426.9666. Thank you for your consideration.

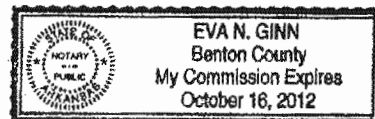
Sincerely,


Curtis S. Swanson

Sworn to and subscribed before me on the 15th day of December, 2009.


NOTARY PUBLIC

My Commission Expires: 10-16-12



MGC Mortgage, Inc.

7195 Dallas Parkway
Plano, Texas 75024
www.mgcmortgage.com
Tel 866-973-3399

March 15, 2010

Sharon M. Swanson
4680 West Rainbow Farm Road
Bentonville, AR 72712

RE: Loan Number [REDACTED]
4680 West Rainbow Farm Road
Bentonville, AR 72712

RECEIVED

MAR 19 2010

OFFICE OF THE ATTORNEY GENERAL
CONSUMER PROTECTION DIVISION
EL PASO REGIONAL OFFICE

Dear Sharon M. Swanson:

MGC Mortgage, Inc ("MGC") is in receipt of the correspondence submitted via the Federal Deposit Insurance Corporation dated December 16, 2009 and submitted on your behalf by Amber Morey, dated January 20, 2010. Thank you for your patience while MGC researched this inquiry.

Thorough research has been conducted, and the necessary corrections have taken place to rectify the status of your loan. It appears that a prior servicer neglected to post a payment remitted to them; therefore, your account appeared to be delinquent. All fees and charges assessed as a result of this matter have been waived. We apologize for any inconvenience this may have caused. Currently, your account is due for April 1, 2010 in the amount of \$1,220.59 and no fees or charges are outstanding. Your unapplied funds account currently holds \$137.26 as a result of fees paid, which have been reimbursed to you. These funds may be used toward a future payment. You may review the enclosed MGC loan history as proof of the aforementioned corrections.

For further assistance with this matter, please contact Anna Schmidt at (469) 229-8774. For general questions on your loan, please contact MGC's Customer Service Department at (866) 973-3399 Monday through Friday from 8:00 a.m. to 5:00 p.m. Central Standard Time.

Sincerely,



Sharon Brock
SVP Loan Operations

Enclosure- MGC Loan History

cc: Leslyee D. Hodge, Federal Deposit Insurance Corporation
Gregory H. Muse, Federal Deposit Insurance Corporation
Cottrell L. Webster, Federal Deposit Insurance Corporation
Greg Abbott, State of Texas Office of the Attorney General
Amber Morey

DATE 3/15/2010
 PAGE 1
 LOAN NUMBER [REDACTED]

MORTGAGOR MAILING ADDRESS
 CURTIS H SWANSON
 SHARON M SWANSON
 4680 W RAINBOW FARM RD

BENTONVILLE AR 72712
 PROPERTY ADDRESS
 10490 W RAINBOW FARM ROAD

BENTONVILLE AR 72712

PAYMENT INFORMATION		ORIGINAL INFORMATION		YEAR-TO-DATE	
P&I PAYMENT	849.24	ORIG BAL	150,000.00	INT PAID	1,288.66
ESCROW	371.35	ORIGINAL RATE	7.875	NEG AMORT	0.00
OPTIONAL INS	0.00	LOAN TERM	360	TAX PAID	0.00
BUYDOWN	0.00	FIRST DUE DATE	09/01/95	INT ON ESCROW	0.00
ASSISTANCE AMT	0.00	LOAN TYPE	CONV	UNCOLLECTED BALANCES	
ANCILLARY	0.00	CURRENT RATE	4.500	NSF FEES	0.00
TOTAL PAYMENT	1,220.59			LATE CHARGES	0.00
UNAPL FUNDS	137.26	NEXT DUE DATE	04/01/10	FEES	0.00
		PAID TO DATE	03/01/10	INTEREST	0.00
				TOTALS	0.00

DETAIL BY TRANSACTION						
EFF DATE	TOTAL AMT	PRIN AMT	ESCROW AMT	FEE AMT	DESCRIPTION	
PD TO DT	UNAPPLIED AMT	INT AMT	OPT AMT	LT CHG	PRIN BAL AFT	
03/15/10	0.00	0.00	0.00	0.00	ADJUSTMENT	
03/10	0.00	0.00	0.00	603.57	113577.32	
03/15/10	0.00	0.00	0.00	0.00	LCHG/UNC INT	
03/10	0.00	0.00	0.00	603.57	0.00	
03/12/10	0.00	0.00	0.00	0.00		
03/10	94.34	0.00	0.00	-94.34	113577.32	
03/12/10	94.34	0.00	0.00	0.00	UNAPPLIED	
03/10	94.34	0.00	0.00	0.00	113577.32	
03/12/10	0.00	0.00	0.00	0.00	LCHG/UNC INT	
03/10	0.00	0.00	0.00	-94.34	0.00	
03/12/10	0.00	0.00	0.00	0.00		
03/10	2.00	0.00	0.00	-2.00	113577.32	
03/12/10	2.00	0.00	0.00	0.00	UNAPPLIED	
03/10	2.00	0.00	0.00	0.00	113577.32	

3/15/2010

03/12/10	0.00	0.00	0.00	0.00	LCHG/UNC INT	
03/10	0.00	0.00	0.00	-2.00		0.00
03/12/10	0.00	0.00	0.00	0.00		
03/10	2.00	0.00	0.00	-2.00		113577.32
03/12/10	2.00	0.00	0.00	0.00	UNAPPLIED	
03/10	2.00	0.00	0.00	0.00		113577.32
03/12/10	0.00	0.00	0.00	0.00	LCHG/UNC INT	
03/10	0.00	0.00	0.00	-2.00		0.00
03/12/10	0.00	0.00	0.00	0.00		
03/10	38.92	0.00	0.00	-38.92		113577.32
03/12/10	38.92	0.00	0.00	0.00	UNAPPLIED	
03/10	38.92	0.00	0.00	0.00		113577.32
03/12/10	0.00	0.00	0.00	0.00	LCHG/UNC INT	
03/10	0.00	0.00	0.00	-38.92		0.00
03/09/10	-15.00	0.00	0.00	-15.00	FEE WAIVED	
03/10	0.00	0.00	0.00	0.00		0.00
03/09/10	-53.50	0.00	0.00	-53.50	FEE WAIVED	
03/10	0.00	0.00	0.00	0.00		0.00
03/01/10	1220.59	421.74	371.35	0.00	PAYMENT	
02/10	0.00	427.50	0.00	0.00		113577.32
03/01/10	0.00	0.00	0.00	0.00	LCHG/UNC INT	
02/10	0.00	0.00	0.00	-42.46		0.00
02/11/10	42.46	0.00	0.00	0.00	STD LATE CHG	
01/10	0.00	0.00	0.00	42.46		0.00
02/04/10	0.00	0.00	0.00	0.00		
01/10	-94.34	0.00	0.00	94.34		113999.06
02/04/10	-94.34	0.00	0.00	0.00	UNAPPLIED	
01/10	-94.34	0.00	0.00	0.00		113999.06
02/04/10	0.00	0.00	0.00	0.00	LCHG/UNC INT	
01/10	0.00	0.00	0.00	94.34		0.00
02/01/10	11.00	0.00	0.00	11.00	FEE BILLED	
01/10	0.00	0.00	0.00	0.00		0.00
02/01/10	0.00	420.17	371.35	0.00	PAYMENT	
01/10	-1220.59	429.07	0.00	0.00		113999.06
02/01/10	-1220.59	0.00	0.00	0.00	UNAPPLIED	
01/10	-1220.59	0.00	0.00	0.00		113999.06
02/01/10	0.00	0.00	0.00	0.00	LCHG/UNC INT	
01/10	0.00	0.00	0.00	-42.46		0.00
02/01/10	0.00	0.00	0.00	0.00		
12/09	0.00	0.00	0.00	0.00		114419.23
02/01/10	-317.57	0.00	0.00	0.00	UNAPPLIED	
12/09	-317.57	0.00	0.00	0.00		114419.23
02/01/10	317.57	0.00	0.00	0.00	UNAPPLIED	
12/09	317.57	0.00	0.00	0.00		114419.23
02/01/10	0.00	418.60	405.90	0.00	PAYMENT	
12/09	-1255.14	430.64	0.00	0.00		114419.23
02/01/10	-1255.14	0.00	0.00	0.00	UNAPPLIED	
12/09	-1255.14	0.00	0.00	0.00		114419.23
02/01/10	0.00	0.00	0.00	0.00	LCHG/UNC INT	
12/09	0.00	0.00	0.00	-42.46		0.00
02/01/10	0.00	417.03	405.90	0.00	PAYMENT	
11/09	-1255.14	432.21	0.00	0.00		114837.83

02/01/10	-1255.14	0.00	0.00	0.00	UNAPPLIED	
11/09	-1255.14	0.00	0.00	0.00		114837.83
02/01/10	0.00	0.00	0.00	0.00	LCHG/UNC INT	
11/09	0.00	0.00	0.00	-42.46		0.00
02/01/10	0.00	415.48	405.90	0.00	PAYMENT	
10/09	-1255.14	433.76	0.00	0.00		115254.86
02/01/10	-1255.14	0.00	0.00	0.00	UNAPPLIED	
10/09	-1255.14	0.00	0.00	0.00		115254.86
02/01/10	0.00	0.00	0.00	0.00	LCHG/UNC INT	
10/09	0.00	0.00	0.00	-42.46		0.00
02/01/10	0.00	413.92	405.90	0.00	PAYMENT	
09/09	-1255.14	435.32	0.00	0.00		115670.34
02/01/10	-1255.14	0.00	0.00	0.00	UNAPPLIED	
09/09	-1255.14	0.00	0.00	0.00		115670.34
02/01/10	5338.13	0.00	0.00	0.00		
08/09	5338.13	0.00	0.00	0.00		116084.26
02/01/10	5338.13	0.00	0.00	0.00	UNAPPLIED	
08/09	5338.13	0.00	0.00	0.00		116084.26
02/01/10	-386.67	-542.81	-405.90	0.00	REVERSAL	
08/09	997.36	-435.32	0.00	0.00		116084.26
02/01/10	997.36	0.00	0.00	0.00	UNAPPLIED	
08/09	997.36	0.00	0.00	0.00		116084.26
02/01/10	-868.47	0.00	0.00	0.00		
09/09	-868.47	0.00	0.00	0.00		115541.45
02/01/10	-868.47	0.00	0.00	0.00	UNAPPLIED	
09/09	-868.47	0.00	0.00	0.00		115541.45
02/01/10	-515.56	-544.85	-405.90	0.00	REVERSAL	
09/09	868.47	-433.28	0.00	0.00		115541.45
02/01/10	868.47	0.00	0.00	0.00	UNAPPLIED	
09/09	868.47	0.00	0.00	0.00		115541.45
02/01/10	0.00	0.00	0.00	0.00	LCHG/UNC INT	
09/09	0.00	0.00	0.00	48.90		0.00
02/01/10	-868.47	0.00	0.00	0.00		
10/09	-868.47	0.00	0.00	0.00		114996.60
02/01/10	-868.47	0.00	0.00	0.00	UNAPPLIED	
10/09	-868.47	0.00	0.00	0.00		114996.60
02/01/10	-515.56	-546.89	-405.90	0.00	REVERSAL	
10/09	868.47	-431.24	0.00	0.00		114996.60
02/01/10	868.47	0.00	0.00	0.00	UNAPPLIED	
10/09	868.47	0.00	0.00	0.00		114996.60
02/01/10	0.00	0.00	0.00	0.00	LCHG/UNC INT	
10/09	0.00	0.00	0.00	48.90		0.00
02/01/10	-833.92	0.00	0.00	0.00		
11/09	-833.92	0.00	0.00	0.00		114449.71
02/01/10	-833.92	0.00	0.00	0.00	UNAPPLIED	
11/09	-833.92	0.00	0.00	0.00		114449.71
02/01/10	-550.11	-548.94	-405.90	0.00	REVERSAL	
11/09	833.92	-429.19	0.00	0.00		114449.71
02/01/10	833.92	0.00	0.00	0.00	UNAPPLIED	
11/09	833.92	0.00	0.00	0.00		114449.71
02/01/10	0.00	0.00	0.00	0.00	LCHG/UNC INT	
11/09	0.00	0.00	0.00	48.90		0.00

02/01/10	-799.37	0.00	0.00	0.00	
12/09	-799.37	0.00	0.00	0.00	113900.77
02/01/10	-799.37	0.00	0.00	0.00	UNAPPLIED
12/09	-799.37	0.00	0.00	0.00	113900.77
01/26/10	799.37	0.00	0.00	0.00	MISC RECEIPT
12/09	799.37	0.00	0.00	0.00	113900.77
01/26/10	799.37	0.00	0.00	0.00	UNAPPLIED
12/09	799.37	0.00	0.00	0.00	113900.77
01/26/10	550.11	548.94	405.90	0.00	PAYMENT
12/09	-833.92	429.19	0.00	0.00	113900.77
01/26/10	-833.92	0.00	0.00	0.00	UNAPPLIED
12/09	-833.92	0.00	0.00	0.00	113900.77
01/26/10	0.00	0.00	0.00	0.00	LCHG/UNC INT
12/09	0.00	0.00	0.00	-48.90	0.00
01/12/10	48.90	0.00	0.00	0.00	STD LATE CHG
11/09	0.00	0.00	0.00	48.90	0.00
01/08/10	11.00	0.00	0.00	11.00	FEE BILLED
11/09	0.00	0.00	0.00	0.00	0.00
12/28/09	833.92	0.00	0.00	0.00	MISC RECEIPT
11/09	833.92	0.00	0.00	0.00	114449.71
12/28/09	833.92	0.00	0.00	0.00	UNAPPLIED
11/09	833.92	0.00	0.00	0.00	114449.71
12/28/09	515.56	546.89	405.90	0.00	PAYMENT
11/09	-868.47	431.24	0.00	0.00	114449.71
12/28/09	-868.47	0.00	0.00	0.00	UNAPPLIED
11/09	-868.47	0.00	0.00	0.00	114449.71
12/28/09	0.00	0.00	0.00	0.00	LCHG/UNC INT
11/09	0.00	0.00	0.00	-48.90	0.00
12/15/09	48.90	0.00	0.00	0.00	STD LATE CHG
10/09	0.00	0.00	0.00	48.90	0.00
12/11/09	48.90	0.00	0.00	0.00	STD LATE CHG
10/09	0.00	0.00	0.00	48.90	0.00
12/08/09	11.00	0.00	0.00	11.00	FEE BILLED
10/09	0.00	0.00	0.00	0.00	0.00
12/07/09	-2260.04	0.00	-2260.04	0.00	ESC DISB
10/09	0.00	0.00	0.00	0.00	114996.60
12/04/09	868.47	0.00	0.00	0.00	MISC RECEIPT
10/09	868.47	0.00	0.00	0.00	114996.60
12/04/09	868.47	0.00	0.00	0.00	UNAPPLIED
10/09	868.47	0.00	0.00	0.00	114996.60
12/04/09	515.56	544.85	405.90	0.00	PAYMENT
10/09	-868.47	433.28	0.00	0.00	114996.60
12/04/09	-868.47	0.00	0.00	0.00	UNAPPLIED
10/09	-868.47	0.00	0.00	0.00	114996.60
12/04/09	0.00	0.00	0.00	0.00	LCHG/UNC INT
10/09	0.00	0.00	0.00	-48.90	0.00
11/11/09	48.90	0.00	0.00	0.00	STD LATE CHG
09/09	0.00	0.00	0.00	48.90	0.00
11/09/09	868.47	0.00	0.00	0.00	MISC RECEIPT
09/09	868.47	0.00	0.00	0.00	115541.45
11/09/09	868.47	0.00	0.00	0.00	UNAPPLIED
09/09	868.47	0.00	0.00	0.00	115541.45

11/09/09	386.67	542.81	405.90	0.00	PAYMENT	
09/09	-997.36	435.32	0.00	0.00		115541.45
11/09/09	-997.36	0.00	0.00	0.00	UNAPPLIED	
09/09	-997.36	0.00	0.00	0.00		115541.45
11/06/09	10.25	0.00	0.00	10.25	FEE BILLED	
08/09	0.00	0.00	0.00	0.00		115541.45
10/13/09	48.90	0.00	0.00	0.00	STD LATE CHG	
08/09	0.00	0.00	0.00	48.90		115541.45
10/12/09	48.90	0.00	0.00	0.00	STD LATE CHG	
08/09	0.00	0.00	0.00	48.90		115541.45
10/07/09	997.36	0.00	0.00	0.00	MISC RECEIPT	
08/09	997.36	0.00	0.00	0.00		116084.26
10/07/09	997.36	0.00	0.00	0.00	UNAPPLIED	
08/09	997.36	0.00	0.00	0.00		116084.26
10/07/09	257.78	347.46	405.90	0.00	PAYMENT	
08/09	-1126.25	630.67	0.00	0.00		116084.26
10/07/09	-1126.25	0.00	0.00	0.00	UNAPPLIED	
08/09	-1126.25	0.00	0.00	0.00		116084.26
09/15/09	0.00	0.00	0.00	0.00	STD LATE CHG	
07/09	0.00	0.00	0.00	0.00		116084.26
09/11/09	0.00	0.00	0.00	0.00	STD LATE CHG	
07/09	0.00	0.00	0.00	0.00		116084.26
09/09/09	1126.25	0.00	0.00	0.00	MISC RECEIPT	
07/09	1126.25	0.00	0.00	0.00		116431.72
09/09/09	1126.25	0.00	0.00	0.00	UNAPPLIED	
07/09	1126.25	0.00	0.00	0.00		116431.72
09/09/09	-1126.25	345.59	405.90	0.00	PAYMENT	
07/09	-2510.28	632.54	0.00	0.00		116431.72
09/09/09	-2510.28	0.00	0.00	0.00	UNAPPLIED	
07/09	-2510.28	0.00	0.00	0.00		116431.72
09/09/09	0.00	0.00	0.00	0.00	LCHG/UNC INT	
07/09	0.00	0.00	0.00	-48.90		0.00
09/09/09	1255.14	0.00	0.00	0.00		
06/09	1255.14	0.00	0.00	0.00		116777.31
09/09/09	1255.14	0.00	0.00	0.00	UNAPPLIED	
06/09	1255.14	0.00	0.00	0.00		116777.31
09/02/09	10.25	0.00	0.00	10.25	FEE BILLED	
06/09	0.00	0.00	0.00	0.00		116777.31
08/15/09	1255.14	0.00	0.00	0.00		
06/09	1255.14	0.00	0.00	0.00		116777.31
08/15/09	1255.14	0.00	0.00	0.00	UNAPPLIED	
06/09	1255.14	0.00	0.00	0.00		116777.31
08/11/09	0.00	0.00	0.00	0.00	STD LATE CHG	
06/09	0.00	0.00	0.00	0.00		116777.31
06/26/09	1384.03	343.72	405.90	0.00	PAYMENT	
06/09	0.00	634.41	0.00	0.00		116777.31
05/29/09	1384.03	341.87	405.90	0.00	PAYMENT	
05/09	0.00	636.26	0.00	0.00		117121.03
04/29/09	1384.03	340.03	405.90	0.00	PAYMENT	
04/09	0.00	638.10	0.00	0.00		117462.90
03/31/09	2515.70	0.00	2515.70	0.00	ESC DISB	
03/09	0.00	0.00	0.00	0.00		117802.93

03/27/09	1384.03	338.20	405.90	0.00	PAYMENT	
03/09	0.00	639.93	0.00	0.00		117802.93
02/25/09	1386.03	336.38	405.90	0.00	PAYMENT	
02/09	0.00	641.75	0.00	2.00		118141.13
01/28/09	1386.03	334.56	405.90	0.00	PAYMENT	
01/09	0.00	643.57	0.00	2.00		118477.51
12/29/08	1384.03	332.76	366.98	0.00	PAYMENT	
12/08	0.00	645.37	0.00	38.92		118812.07
12/04/08	1940.56	0.00	1940.56	0.00	ESC DISB	
11/08	0.00	0.00	0.00	0.00		119144.83
12/04/08	48.91	0.00	0.00	0.00	ADJUSTMENT	
11/08	0.00	0.00	0.00	0.00		119144.83
12/01/08	1345.11	330.97	366.98	0.00	PAYMENT	
11/08	0.00	647.16	0.00	0.00		119144.83
10/28/08	1345.11	329.19	366.98	0.00	PAYMENT	
10/08	0.00	648.94	0.00	0.00		119475.80
10/23/08	1345.11	327.41	366.98	0.00	PAYMENT	
09/08	0.00	650.72	0.00	0.00		119804.99
10/15/08	2098.88	0.00	2098.88	0.00		
08/08	0.00	0.00	0.00	0.00		120132.40



Consumer Protection Division

Complaint Form Report

Today's Date: 01/12/2010 14:11

Date Filed: 1/12/2010

Complaint: 328592

Attorney General of Texas**Greg Abbott****Consumer's Information:**

Name: Williams, Linda

Home Phone: (480)7078795

Address: 10115 E Mt View Rd

Work Phone:

City, State, Zip: Scottsdale, AZ 85258

Age: 60 to 64

County:

Support documents will be sent:

Business or individual complaint is filed against:

Business: MGC Mortgage

Phone: (866)544-9820

Address: 7195 Dallas Parkway

Contact Person: To whom it may concern

City, State, Zip: Plano, TX 75024

Website:

County:

Email address:

First Contacted Via:

Contract Signed: No

(other):

Original Amount:

Solicitation Other Language: No

Amount Paid:

Where transaction took place: Dallas

Payment: Bank Account Debit

(other):

Date Of Payment:

Transaction Dates:

Complained to Business:

If so, when?

Business Response?

They said it had to be put under review it would take 2/3 weeks

Have you contacted another agency or attorney about this complaint?

Name and Address of agency or attorney?

What action was taken by this agency or attorney?

Description Of Complaint:

My loan was sold to MGC Mortgage, Inc. They kept writing me letters saying they needed proof of insurance, taxes being paid. I had the tax office in Florida send the proof. I had the insurance company send the proof 2 times. They keep losing the proof and assigning me insurance. They are holding \$1,243.08 in escrow. I asked if that money can be sent back to me. They said it had to be taken under review. Also I asked if I can send in the lesser amount without the escrow and they said no. I have asked repeatedly to talk to a supervisor. They put me through to Michele Fosters voice mail. She never calls back or responds to these voice mails. I also asked if I could divide my payments in half for the month and they said absolutely not. That is not their policy. I lost my husband in a fatal car accident and I am on a fixed income. I am trying to save money and get money due me. This bank is very shady to say the least and I need some help with this situation.

MGC Mortgage, Inc.

March 30, 2010



7195 Dallas Parkway
Plano, Texas 75024
www.mgcmortgage.com
Tel. 866-973-3399

James A. Daross, Assistant Attorney General
Office of the Attorney General
401 East Franklin Avenue, Suite 530
El Paso, TX 79901

Re: Linda A. Williams
Your Complaint # 328592
15841 Old Olga Road
Alva, FL 33920

RECEIVED
APR 02 2010
OFFICE OF THE ATTORNEY GENERAL
CONSUMER PROTECTION DIVISION
EL PASO REGIONAL OFFICE

Dear James A. Daross:

MGC Mortgage, Inc ("MGC") has received your letter dated January 12, 2010, regarding the referenced complaint. MGC has reviewed the complaint and provided the enclosed correspondence to Karen Austin. This letter was mailed to the borrower on March 30, 2010.

At this point, MGC considers the matter resolved. If you have further questions regarding this matter, please contact J. Nick Whitlock at (469) 229-8608.

Sincerely,



Sharon Brock
SVP Loan Operations

Enclosure- as stated

cc: Linda A. Williams

MGC Mortgage, Inc.

7195 Dallas Parkway
Plano, Texas 75024
www.mgcmortgage.com
Tel 866-973-3399

March 30, 2010

Linda A. Williams
10115 East Mountain View Road Unit Number 2006
Scottsdale, AZ 85258

Re: Linda A. Williams
15841 Old Olga Road
Alva, FL 33920

Dear Linda A. Williams:

MGC Mortgage, Inc ("MGC") is in receipt of the correspondence submitted on your behalf by the State of Texas Office of the Attorney General, Greg Abbott, dated January 12, 2010. Thank you for your patience while MGC researched this inquiry.

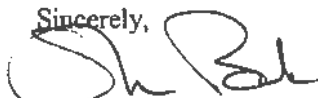
Please be advised that on September 22, 2009, MGC paid a force placed insurance policy in the amount of \$1,078.06 because we did not have proof of insurance on file for your account. We have since received proof of insurance coverage from Southern Fidelity Insurance Company indicating no lapse in coverage. On March 05, 2010, MGC received a full refund in the amount of \$1,078.06 for the forced placed insurance and posted the funds to your escrow account. MGC has corrected your account to include your hazard insurance as being "paid by borrower". Please note that your loan does not have an escrow account; therefore, property taxes and hazard insurance are your responsibility to pay.

Records indicate that your account was transferred from Wells Fargo to MGC on or about August 1, 2008, with an escrow deficit of -\$538.40. Furthermore, you have been remitting an additional \$26.67 monthly to repay the escrow deficit. Your correspondence indicated that you felt MGC was erroneously holding monies owed to you in escrow. Thorough research has been conducted and we have found that the force placed insurance held by MGC contributed to the aforementioned deficit. As previously mentioned, the entire amount of the force placed insurance was refunded to your escrow account. We apologize for any inconvenience this may have caused.

Your escrow deficit is currently -\$85.01. Please see the enclosed schedule of payments for further information on the posting of the escrow funds.

For further assistance with this matter, please contact Anna Schmidt at (469) 229-8774. For general questions on your loan, please contact MGC's Customer Service Department at (866) 973-3399 Monday through Friday from 8:00 a.m. to 5:00 p.m. Central Standard Time.

Sincerely,



Sharon Brock
SVP Loan Operations

Enclosure- Payment Summary

cc: James A. Daross, State of Texas Office of the Attorney General, Greg Abbott

Linda A. Williams
 Loan Number [REDACTED]
 15841 Old Olga Road
 Alva, FL 33920

MGC Mortgage, Inc.

Date Payment Received	Payment Amount	Principal	Interest	Escrow	Principal Balance	Escrow Balance	Payment Description
START					\$60,337.89	-\$538.40	Starting Balance
10/18/2008	\$731.73	\$231.16	\$473.90	\$26.67	\$60,106.73	-\$511.73	11/08 Payment
10/24/2008	\$1,026.58	\$527.82	\$472.09	\$26.67	\$59,578.91	-\$485.06	12/08 Payment
12/9/2008	\$531.73	\$37.12	\$467.94	\$26.67	\$59,541.79	-\$458.39	1/09 Payment
1/12/2009	\$531.73	\$37.41	\$467.65	\$26.67	\$59,504.38	-\$431.72	2/09 Payment
2/20/2009	\$507.61	\$13.58	\$467.36	\$26.67	\$59,490.80	-\$405.05	3/09 Payment
3/13/2009	\$3,561.83	\$3,561.83	\$0.00	\$0.00	\$55,928.97	-\$405.05	Principal Payment
4/1/2009	\$707.61	\$241.66	\$439.28	\$26.67	\$55,687.31	-\$378.38	4/09 Payment
5/1/2009	\$707.61	\$243.56	\$437.38	\$26.67	\$55,443.75	-\$351.71	5/09 Payment
6/1/2009	\$707.61	\$245.48	\$435.46	\$26.67	\$55,198.27	-\$325.04	6/09 Payment
7/1/2009	\$707.61	\$247.40	\$433.54	\$26.67	\$54,950.87	-\$298.37	7/09 Payment
8/3/2009	\$713.61	\$249.35	\$437.59	\$26.67	\$54,701.52	-\$271.70	8/09 Payment
9/1/2009	\$629.87	\$218.70	\$384.50	\$26.67	\$54,482.82	-\$245.03	9/09 Payment
9/22/2009	-\$1,078.06	\$0.00	\$0.00	-\$1,078.06	\$54,482.82	-\$1,323.09	Force Placed Insurance
10/7/2009	\$629.42	\$220.24	\$382.51	\$26.67	\$54,262.58	-\$1,296.42	10/09 Payment
11/2/2009	\$429.42	\$21.78	\$380.97	\$26.67	\$54,240.80	-\$1,269.75	11/09 Payment
12/1/2009	\$429.42	\$21.93	\$380.82	\$26.67	\$54,218.87	-\$1,243.08	12/09 Payment
1/1/2010	\$429.42	\$22.09	\$380.66	\$26.67	\$54,196.78	-\$1,216.41	1/10 Payment
2/1/2010	\$429.42	\$22.24	\$380.51	\$26.67	\$54,174.54	-\$1,189.74	2/10 Payment
3/1/2010	\$465.79	\$13.62	\$425.50	\$26.67	\$54,160.92	-\$1,163.07	3/10 Payment
3/5/2010	\$1,078.06	\$0.00	\$0.00	\$1,078.06	\$54,160.92	-\$85.01	Insurance Refund

7195 Dallas Parkway
 Plano, Texas 75024
 www.mgcmortgage.com
 Tel 866-973-3399



ATTORNEY GENERAL OF TEXAS
GREG ABBOTT

January 22, 2010

Mr. and Mrs. Rance Clemmons
226 Stillmeadow Dr.
Garland, TX 75040

Dear Mr. and Mrs. Clemmons:

Thank you for your recent letter. We appreciate your contacting the Office of the Attorney General.

Your letter has been forwarded to our Consumer Protection Division (CPD) for review. CPD monitors business practices and determines priorities for enforcement. When appropriate, CPD takes action to stop violations of Texas consumer protection laws. We appreciate your assistance in this effort.

The Federal Trade Commission (FTC) also accepts mortgage complaints in most cases regardless of the type of lending institution. This includes complaints concerning most non-bank lenders such as mortgage and finance companies and state credit unions. The FTC can be reached at:

Federal Trade Commission
CRC-240
Washington, DC 20580
(877) FTC-HELP (382-4357)

You may wish to contact the U.S. Department of Housing and Urban Development (HUD) to share your concerns. This federal agency enforces the federal Real Estate Settlement Procedures Act (RESPA). You can reach this agency as follows:

Director, Office of RESPA and Interstate Land Sales
US Department of Housing and Urban Development
Room 9154
451 7th Street, SW
Washington, DC 20410-8000
(202) 708-0502

Texas laws may be changed only through an act of the Texas Legislature. You may wish to share your concerns with your state senator and state representative, who are best positioned to represent your interests as laws are developed. If you need assistance in determining who your legislators are, you can contact your county tax assessor/collector's office.

In addition, you may wish to file a consumer complaint with the State of South Carolina Attorney General at (803) 734-3970.

OFFICE OF THE ATTORNEY GENERAL
10 JAN 25 PM 3:20
CONSUMER DIV / AUSTIN

OFFICE OF THE ATTORNEY GENERAL
JAN 22 2010
CONSUMER PROTECTION
DALLAS REGIONAL OFFICE

Finally, you may also wish to discuss this matter with a private attorney. The Lawyer Referral Service of the State Bar of Texas can assist you in contacting an attorney in Texas with relevant expertise. The Lawyer Referral Service can be reached at (800) 252-9690 or (512) 463-1463.

Again, thank you for writing. Please feel free to contact the Office of the Attorney General if we may be of further assistance.

Sincerely,

A handwritten signature in cursive script that reads "Brenda Vernon".

Brenda Vernon
Public Information & Assistance
Office of the Attorney General of Texas

①

1-19-10

TEXAS ATTORNEY GENERAL
10 JAN 25 PM 3:20
CONSUMER DIV/AUSTIN

Mr. Gregg Abbott
Texas Attorney General
P.O. Box 12548
Austin, Tx 78711

Dear Sir:

Enclosed is a complaint we filed with MGE Mortgage, Inc. regarding their lack of payment to us for an insurance loss (roof damage). Additionally, they have failed to comply with their own process (see attach). We believe that they are systematically not complying in forwarding the funds in order to financially gain for themselves. They purposefully don't return our phone calls or answer our correspondence.

We also contacted the Texas State Department of Savings and Mortgages and were told that there was no state regulation, guidelines, directives regarding "Processing entities for lien holders."

If this is so, our state legislators should be ashamed, for its oversight regarding these companies is allowing them to carry out piracy of ~~con~~ consumers funds placed in their escrow accounts.

I hope that you will assist in on this matter.

Sincerely
Rance D. + Lucendolyn
Claymond

1-15-10

Complaint
Re: [REDACTED] (Barendalyn Clemmons)

Dear Sirs:

This is to request (formally) that your office adhere to your own guidelines (sent to me by letter dated 12-18-09), which states in part "When we receive notification from you that the work is 50% complete, we will order an inspection to verify the program. After we receive verification from our inspection company that the repairs are 50% complete, we will release the second disbursement" "Please contact us at 866 290-0490". This is an incorrect telephone number for your office. The correct telephone number is 866-920-0490 (866-920-0490).

I called your office on 12-4-09 and informed your customer service office (Monique) that the roof of my house was at least 50% completed and asked when an inspector would be coming. She stated that an inspector would contact me in 3-5 days. I have not as of the mailing of this letter been contacted regarding the inspection.

I called back to your office on 1-7-10 and spoke with Adrian Frazier regarding this same matter. He apologized and then assured me that an Inspector would be scheduled to come to our home NLT Monday - 1/11/10. No one has been to our home from your company. He also assured me that he would mail me a copy of the "Certificate of Completion" which we have also not received. The roof is finished, full payment ^{\$}(4759.98) is now justified.

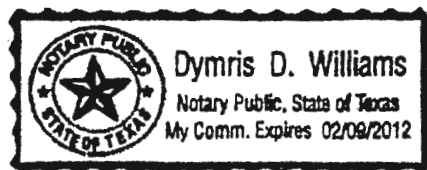
On December 21, 2009 I requested additional payment from your office in the amount of \$188.51 by ("Priority Mail - USPS) receipt # 051822, USPS # 483 411-9552⁹⁵⁵². I have not received any response from your office.

We have done exactly what your guidelines (directives, etc. instructed us to do with no positive results. The content of your company's character is shallow and at this point dishonorable.

Sincerely,
Ronald Clemm

Attachment

CC: Texas Attorney General



Dymris D. Williams
1-17-10

MGC Mortgage, Inc.

PO Box 202074
 Florence, SC 29502-2074

December 18, 2009

Gwendolyn Clemmons
 226 Stillmeadow Drive
 Garland, TX 75040

Re: 24524

The enclosed check represents the initial disbursement of your insurance claim loss draft funds to be utilized for the repairs of the damage to your property. Additional funds will be disbursed as work is completed.

When we receive notification from **you** that the work is 50% complete, we will order an inspection to verify the progress. After we receive verification from our inspection company that the repairs are 50% complete, we will release the second disbursement. Please contact us at 866-290-0490 when the repairs are 50% complete so we may order an inspection.

When we have received word from **you** that the work is 100% complete, a final inspection will be ordered by us. The final disbursement will be released after we have received confirmation from our inspector that the work is 100% complete and you have completed and returned to us a "Certification of Completion" indicating that you are satisfied with the work.

If you have any questions regarding this procedure on your claim, please contact us at 866-920-0490 between 8:00am and 6:00pm Eastern Time.

Sincerely,

12/4/10
Jelison - Monique
Mr. Dimitri James - Inspector will
contact me in 3-5 days

Loss Draft Specialist
 MGC Mortgage, Inc.

Priority Mail
Letter requesting
addition payment to
info \$1,188.51 sent
12/21/09 (Priority mail)
see receipt enclosed.

8.11.11
for the claim not
re-processed - sent to
inspect. Inspection he said
it was done by moni - 10
it would be
Attachment



Consumer Protection Division

Complaint Form Report

Today's Date: 08/19/2014 15:32

Complaint: 331792

Attorney General of Texas**Greg Abbott****Consumer's Information:**

Date Filed: 2/8/2010

Name: Hughes, Thalisha

Home Phone: (225)3433919

Address: 205 St Rose Ave

Work Phone: (225)225-929-9981

Age: 30 to 39

City, State, Zip: Baton Rouge, LA 70806

Support documents will be sent:

County:

Staging ID: 28590

Business or individual complaint is filed against:

Business: MGC Mortgage

Phone: (866)9733399

Address: 7195 Dallas Parkway

Contact Person: , Loss Mitigation Department

City, State, Zip: Plano, TX 75024-4922

Website: www.mgcmortgage.com

County:

Email address:

First Contacted Via:

Contract Signed: No

(other):

Original Amount: 3762.890

Solicitation Other Language: 6

Amount Paid: 3762.890

Where transaction took place: Dallas

Payment: Bank Account Debit

(other): Dallas

Date Of Payment: 02/02/2010

Transaction Dates: 2/2/2010 00:00:00

Complained to Business:

If so, when?

Business Response?

TOLD ME ACCOUNT WOULD BE CAUGHT UP AND THEY STILL WAS NOT AWARE OF THE EXACT CHARGES LISTED UNDER "OUTSTANDING ADVANCES/FEEES THAT THEY HAVE BEEN CHARGING ME FOR ON EVERY BILL PLUS "UNPAID LATE CHARGES" THAT ARE UNREASONABLE

Have you contacted another agency or attorney about this complaint?

Name and Address of agency or attorney?

Yes

What action was taken by this agency or attorney?

PRESIDENT SENT BACK RESPONSE ON PROGRAMS THAT WE COULD APPLY FOR.

Description Of Complaint:

WE STARTED WITH HOMECOMINGS FINANCIAL TO MGC MORTGAGE TO GMAC MORTGAGE AND BACK TO MGC MORTGAGE. FOR SOME TIME THEY SAID THAT WE WERE BEHIND ON 12 MONTHS OF PAYMENTS WHICH WAS NOT HARDLY THE TRUTH. EVERY COMPANY AFTER HOMECOMINGS WE PAID LUMP SUMS OF MONEY TO CATCH UP. TRIED TO APPLY FOR LOAN MODIFICATIONS AND STILL PAYING AGREED AMOUNTS. LOAN MOD WAS DENIED AND WE NEVER RECEIVED A LETTER WHY. ON 01/19/2010 I PAID 721.40 AND RECEIVED A BILL FOR FEB 2010 FOR 3762.89. I PAID 3762.89 ON 02/02/2010 TO BRING ACCOUNT UP TO DATE AND ON 02/08/2010 I RECEIVED AN APRIL 2010 BILL FOR 1147.18. ONLY 501.46 IS REGULAR PAYMENT DUE. THE AMOUNT OF 89.20 IS UNPAID LATE CHARGES AND 556.52 ARE OUTSTANDING ADVANCES/FEEES WHICH TOTAL 1147.18 DUE ON 04/14/2010. WHAT HAPPENED TO A MARCH 2010 BILL? WHY ARE THEY CHARGING ME LATE FEES ON A ZERO BALANCE? WHY CANT ANYONE EXPLAIN THE OUTSTANDING ADVANCES/FEEES THAT HAVE BEEN ON MY LAST 6-7 MONTH BILLS FOR 430.00-650.00 EXTRA DOLLARS? PLEASE HELP ME!! KNOW WITHOUT A DOUBT THAT SOMETHING IS WRONG WITH MY BILL. AND THERE IS NO TELLING HOW LONG IVE BEEN OVERCHARGED! I HAVE ALSO BEEN ONLINE AND SAW THE NUMEROUS COMPLAINTS AGAINST MGC MORTGAGE. THE ACCOUNT NUMBER IS [REDACTED] PLEASE HELP ME!!!

MGC Mortgage, Inc.

May 24, 2010

Copy

7195 Dallas Parkway
Plano, Texas 75024
www.mgc mortgage.com
Tel 866-973-3399

James A. Daross, Assistant Attorney General
Office of the Attorney General
401 E. Franklin Avenue, Suite 530
El Paso, TX 79901

RECEIVED

MAY 28 2010

RE: Complaint Number 331792
Thalisha Hughes
Old Loan number [REDACTED]
New Loan number [REDACTED]

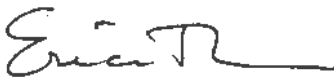
OFFICE OF THE ATTORNEY GENERAL
CONSUMER PROTECTION DIVISION
EL PASO REGIONAL OFFICE

Dear James A. Daross:

MGC Mortgage, Inc ("MGC") is in receipt of the correspondence dated February 26, 2010, regarding the above referenced loan. MGC has reviewed the complaint and provided the enclosed correspondence to Diane Johnson St Mary Stallion. This letter was mailed to her on May 24, 2010.

At this point, MGC considers the matter resolved. If you have further questions regarding this matter, please do not hesitate to contact Customer Service at (877) 471-7888.

Sincerely,



Erica Thomas
Vice President

Enclosure: As Stated

cc: Diane Johnson St Mary Stallion

MGC Mortgage, Inc.

7195 Dallas Parkway
 Plano, Texas 75024
www.mgcmortgage.com
 Tel 866-973-3399

May 24, 2010

Diane Johnson St Mary Stallion
 205 Saint Rose Avenue
 Baton Rouge, LA 70806

RE: Complaint to Office of the Attorney General
 Complaint Number 331792
 Old Loan number [REDACTED]
 New Loan number [REDACTED]

Dear Diane Johnson St Mary Stallion:

MGC Mortgage, Inc ("MGC") is in receipt of the correspondence from James A. Daross, Assistant Attorney General dated February 26, 2010. Thank you for your patience while MGC researched this inquiry.

We understand that your loan has changed servicers several times, however, please be advised that this practice is common in the industry and is often a business decision made to improve the quality of loan servicing. Effective July 2008, servicing of the above-referenced loan transferred from Homecomings Financial ("Homecomings") to MGC, and MGC serviced the loan until it was transferred to GMAC in October 2008. At the time of initial transfer to MGC, the loan was due for the November 2007 installment. Between July 2008 and October 2008 MGC received two Western Union payments, one in the amount of \$477.05 and one in the amount of \$1,018.15. These payments posted to the loan on September 30, 2008 and October 18, 2008 respectively, and were applied to the November 2007, December 2007, and January 2008 payments that were outstanding upon the service transfer from Homecomings to MGC. Enclosed are payment histories from Homecomings and GMAC for review.

Effective July 1, 2009, servicing of the loan transferred from GMAC back to MGC, due for the May 2009 installment. The following is a breakdown of payments received by MGC after July 1, 2009.

Payment type	Date posted	Amount	Month Applied
Money order#B7596908	7/29/09	\$400.00	Posted to Unapplied Funds
Pay by phone	8/21/09	\$582.00	May 2009; \$19.15 to Unapplied Funds and \$10.00 phone pay fee
Pay by phone	9/21/09	\$582.00	June 2009; \$19.15 to Unapplied Funds and \$10.00 phone pay fee
Pay by phone	10/23/09	\$572.00	July 2009; \$19.15 to unapplied
One time draft	1/19/10	\$721.40	August 2009; \$194.69 to Unapplied Funds
One time draft	2/2/10	\$3762.89	September 2009-March 2010; \$126.42 to Unapplied Funds

With respect to late fees, the loan transferred from Homecomings to MGC with a late charge balance of \$75.00. Additionally, GMAC assessed a late charge of \$19.15 on May 1, 2009, and MGC assessed late charges of \$19.15 on August 21, 2009 (for the May 2009 payment) and

Page 2

St Mary Stallion

May 24, 2010

September 21, 2009 (for the June 2009 payment), for a total of \$132.45 in late charges. These charges were paid on November 30, 2009 from funds in the Unapplied Funds account, which accumulated as a result of overpayments to your account. Further, on February 2, 2010, five late charges in the amount of \$17.84 were assessed to the loan for the September 2009-January 2010 payments. These charges were reflected on the February 2, 2010 billing statement and were paid on February 10, 2010, again from the Unapplied Funds account.

Regarding your inquiry about outstanding fees, the loan transferred from Homecomings with \$353.75 in fees, and GMAC and MGC assessed additional fees in the amount of \$362.50. The breakdown of these fees and other fees assessed to the loan are as follows:

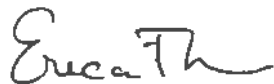
Servicer assessed	Date assessed	Amount	Reason
Homecomings		\$320.00	Default
Homecomings		\$33.75	Property inspection
GMAC	1/2/09	\$11.25	Property inspection
GMAC	1/14/09	\$83.00	Broker Price Opinion
MGC	8/14/09	\$10.25	Property Inspection
MGC	10/16/09	\$100.00	Broker Price Opinion
MGC	10/16/09	\$100.00	Broker Price Opinion
MGC	12/23/09	\$11.00	Property Inspection
MGC	1/15/10	\$11.00	Property Inspection
MGC	2/12/10	\$11.00	Property Inspection
MGC	3/10/10	\$25.00	Loss Draft Property Inspection

MGC collected a total of \$355.64 in fees, and the current balance is \$360.61. Your loan is currently due for the April 2010 payment and a billing statement to that effect was mailed on March 17, 2010.

In response to your claim that you were not notified of the reason for denial of your loan modification request, our call records indicate that on November 21, 2009, an MGC loss mitigation representative informed you that the modification request was denied due to affordability.

For questions regarding a loan modification, please contact MGC's Loss Mitigation Department at (877) 609-4727. For general questions on your loan, please contact MGC's Customer Service Department at (877) 471-7888 Monday through Friday from 8:00 a.m. to 5:00 p.m. Central Standard Time.

Sincerely,



Erica Thomas
Vice President

Enclosures—Homecomings Payment History
GMAC Payment History

cc: James A. Daross, Assistant Attorney General

LOAN TYPE 1-8 CONVENTIONAL
ACCOUNT NUM [REDACTED]
INV CODE 91782 BLOCK 00115

DEANE JOHNSON SP. MARY STALLION
205 SAINT ROSE AVENUE
BATON ROUGE LA 70806

INV ACCT NBR 8574676

2007 DETAIL BY TRANSACTION								
TRANSACTION	TRANSACTION	DUE POST	PRINCIPAL	INTEREST	ESCROW	CR LIFE	LT CHRG/	
PRINCIPAL BAL	ESCROW BAL	UNAPP FUNDS						
DESCRIPTION	AMOUNT	DATE DATE	PAID	PAID	PAID /	DISAB	FEEES	
AFTER TRAN	AFTER TRAN	AFTER TRAN						
PAYMENT	442.55	01/07 01/24	11.37	419.33	11.85			
36,584.48	-406.79							
MISC RECEIPT	11.85	01/07 01/24			11.85			
36,584.48	-394.94							
FEE PAID	9.00	01/07 01/24						9.00
36,584.48	-394.94							
FEE PAID	9.00	01/07 01/24						9.00
36,584.48	-394.94							
FEE PAID	9.00	01/07 01/24						9.00
36,584.48	-394.94							
FEE PAID	9.00	01/07 01/24						9.00
36,584.48	-394.94							
FEE PAID	9.00	01/07 01/24						9.00
36,584.48	-394.94							
MISC RECEIPT	952.83	01/07 03/26						
36,584.48	-394.94							
ADJUSTMENT		01/07 03/26						
36,584.48	-394.94							
PAYMENT	463.83	02/07 03/26	9.92	442.06	11.85			
36,574.56	-383.09							
ADJUSTMENT		02/07 03/26						
36,574.56	-383.09							
ADJUSTMENT		02/07 03/26						
36,574.56	-383.09							
MISC RECEIPT	15.00	02/07 03/26						15.00
36,574.56	-383.09							
MISC RECEIPT	10.17	02/07 03/26			10.17			
36,574.56	-372.92							
PAYMENT	463.83	03/07 03/28	10.04	441.94	11.85			
36,564.52	-361.07							
PAYMENT	499.17	04/07 05/30	10.16	441.82	32.19			15.00
36,554.36	-328.88							
MISC RECEIPT	.83	04/07 05/30						
36,554.36	-328.88							
PAYMENT	474.00	05/07 06/05	10.28	441.70	22.02			
36,544.08	-306.86							
ADDL PRIN	26.00	05/07 06/05	26.83					
36,517.25	-306.86							
MISC RECEIPT	450.00	05/07 08/01						
36,517.25	-306.86							
PAYMENT		06/07 08/13	10.73	441.25	-1.98			
36,506.52	-308.84							
PAYMENT	498.00	07/07 08/24	10.86	441.12	46.02			
36,495.66	-262.82							
REVERSAL	262.82	07/07 09/24			262.82			
36,495.66								
MOVMTN TRAN	-262.82	07/07 09/24			-262.82			
36,495.66	-262.82							
FEE BILLED	95.00	07/07 10/24						95.00
36,495.66	-262.82							
MISC RECEIPT	300.00	07/07 10/26						
36,495.66	-262.82							
FEE BILLED	130.00	07/07 11/13						130.00
36,495.66	-262.82							
PAYMENT	473.65	08/07 11/23	10.64	440.99	22.02			
36,485.02	-240.80							
PREV-MISAPPL	-73.65	08/07 11/23						
36,485.02	-240.80							
TAX DISB		08/07 11/26			-62.27			
36,485.02	-303.07							
PAYMENT	473.65	09/07 12/24	10.77	440.86	22.02			

36,474.25 -281.05 228.35
 PREV-MISAPPL -73.65 09/07 12/24
 36,474.25 -281.05 152.70
 PAYMENT 473.65 10/07 12/26 10.90 440.73 22.02
 36,463.35 -259.03 152.70
 PREV-MISAPPL -73.65 10/07 12/26
 36,463.35 -259.03 79.05

0 [REDACTED] 2007 HISTORY STATEMENT OF MORTGAGE ACCOUNT
 JAK PAGE 2723

PFST753 *

GMAC MORTGAGE, LLC
 3451 HAMMOND AVENUE
 WATERLOO

-681

07/06/08 PAGE 2

IA 50702

2007 DETAIL BY TRANSACTION

TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	ESCROW BAL	DUE DATE	POST DATE	PRINCIPAL PAID	INTEREST PAID	ESCROW CR PAID	LIFE / DISAB	LT CHRG/ FEES
PRINCIPAL BAL									
AFTER TRAN									

SUMMARY TOTALS

7436401327

PRINCIPAL BALANCE START OF PERIOD	36,595.85	P & I PAYMENT	451.63
PRINCIPAL PAID DURING PERIOD	132.50	ESCROW PAYMENT	22.02
PRINCIPAL BALANCE END OF PERIOD	36,463.35		

ESCROW BALANCE START OF PERIOD	-418.64	TOTAL PAYMENT	473.65
ESCROW PAID DURING PERIOD	486.68	ACCUM LATE CHRG	60.00
ESCROW DISBURSEMENTS	-327.07		
ESCROW BALANCE END OF PERIOD	-259.03		

INTEREST PAID DURING PERIOD	4,391.80
PROPERTY TAXES PAID DURING PERIOD	62.27

0 [REDACTED] 2007 HISTORY STATEMENT OF MORTGAGE ACCOUNT
 7436402333 JAK PAGE 2724

PFST753 *

GMAC MORTGAGE, LLC
 3451 HAMMOND AVENUE
 WATERLOO

-681

07/06/08 PAGE 1

IA 50702

LOAN TYPE 1-8 CONVENTIONAL
 ACCOUNT [REDACTED]

DIANE JOHNSON ST. MARY STALLION
 205 SAINT ROSE AVENUE
 BATON ROUGE LA 70806

INV CODE 91782 BLOCK U0115

INV ACCT NBR 8574676

2008 DETAIL BY TRANSACTION

TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	ESCROW BAL	DUE DATE	POST DATE	PRINCIPAL PAID	INTEREST PAID	ESCROW CR PAID	LIFE / DISAB	LT CHRG/ FEES
AFTER TRAN									

FEE BILLED	95.00	10/07 01/11							95.00
36,463.35	-259.03	79.05							
ESC DISB		10/07 01/16					-867.22		
36,463.35	-1,126.25	79.05							
FEE BILLED	20.00	10/07 02/07							20.00
36,463.35	-1,126.25	79.05							
FEE BILLED	20.00	10/07 03/06							20.00
36,463.35	-1,126.25	79.05							
FEE BILLED	11.25	10/07 04/09							11.25
36,463.35	-1,126.25	79.05							
MISC RECEIPT	412.00	10/07 04/14							

36,463.35	-1,126.25	10/07 05/19	491.05		11.25
FEE BILLED					
36,463.35	-1,126.25		491.05		
ESC DISB		10/07 05/19		-794.85	
36,463.35	-1,921.10		491.05		
MISC RECEIPT		10/07 06/02		491.05	
36,463.35	-1,430.05				
FEE BILLED	11.25	10/07 06/09			11.25
36,463.35	-1,430.05				

SUMMARY TOTALS

PRINCIPAL BALANCE START OF PERIOD	36,463.35	P & I PAYMENT	451.63
PRINCIPAL PAID DURING PERIOD	0.00	ESCROW PAYMENT	22.02
PRINCIPAL BALANCE END OF PERIOD	36,463.35		
ESCROW BALANCE START OF PERIOD	-259.03	TOTAL PAYMENT	473.65
ESCROW PAID DURING PERIOD	491.05	ACCUM LATE CHRG	75.00
ESCROW DISBURSEMENTS	-1,662.07		
ESCROW BALANCE END OF PERIOD	-1,430.05		

INTEREST PAID DURING PERIOD	0.00
PROPERTY TAXES PAID DURING PERIOD	0.00

2008 HISTORY STATEMENT OF MORTGAGE ACCOUNT PFST753 *

GMAC MORTGAGE, LLC -681
 3451 HAMMOND AVENUE
 WATERLOO IA 50702

07/06/08 PAGE 1

2008 HISTORY STATEMENT OF MORTGAGE ACCOUNT
 0359526255 JSS PAGE 834

Untitled

PFST753 *

GMAC MORTGAGE, LLC -681
 3451 HAMMOND AVENUE
 WATERLOO IA 50702

07/05/09 PAGE 1

LOAN TYPE 1-0 CONVENTIONAL
 ACCOUNT NUM [REDACTED]
 INV CODE 42431 BLOCK 00112

DIANE JOHNSON ST MARY STALLION
 205 SAINT ROSE AVENUE
 BATON ROUGE LA 70806

INV ACCT NBR 17101469

2008 DETAIL BY TRANSACTION									
TRANSACTION	TRANSACTION	DUE	POST	PRINCIPAL	INTEREST	ESCROW	CR	LIFE	LT
CHRG/	PRINCIPAL BAL	ESCROW BAL	UNAPP	FUNDS					
DESCRIPTION	AMOUNT	DATE	DATE	PAID	PAID	PAID	/	DISAB	FEES
	AFTER TRAN	AFTER TRAN	AFTER TRAN						
PREV-MISAPPL	-1505.05	10/07	10/27			-1430.05			-75.00
	36,463.35	-1,430.05							
PROP INSPECT	-33.75	10/07	10/29						-33.75
	36,463.35	-1,430.05							
CORP ADV 3 D	-320.00	10/07	10/29						-320.00
	36,463.35	-1,430.05							
PAYMENT	473.65	11/07	10/31	11.03	440.60	22.02			
	36,452.32	-1,408.03							
MISC RECEIPT	3.40	11/07	10/31						
	36,452.32	-1,408.03		3.40					
PAYMENT	470.25	12/07	11/03	11.16	440.47	22.02			
	36,441.16	-1,386.01							
MISC RECEIPT	3.40	12/07	11/03						
	36,441.16	-1,386.01		3.40					
MISC RECEIPT	70.85	12/07	11/03						
	36,441.16	-1,386.01		74.25					
PAYMENT	399.40	01/08	11/03	11.30	440.33	22.02			
	36,429.86	-1,363.99							
MISC RECEIPT	74.25	01/08	11/03						
	36,429.86	-1,363.99		74.25					
MISC RECEIPT	695.00	01/08	11/12			695.00			
	36,429.86	-668.99		74.25					
PAYMENT	385.36	02/08	11/14	12.57	425.02	22.02			
	36,417.29	-646.97							
MISC RECEIPT	91.69	02/08	11/14						
	36,417.29	-646.97		91.69					
TAX DISB		02/08	12/05			-68.44			
	36,417.29	-715.41		91.69					
MISC RECEIPT	3643.48	02/08	12/09						
	36,417.29	-715.41		3,735.17					
PAYMENT	367.92	03/08	12/15	12.72	424.87	22.02			
	36,404.57	-693.39		3,643.48					
MISC RECEIPT	109.13	03/08	12/15						
	36,404.57	-693.39		3,752.61					

Untitled

PREV-MISAPPL	-109.13	03/08 12/19			
	36,404.57	-693.39	3,643.48		
PREV-MISAPPL	-367.92	02/08 12/19	-12.72	-424.87	-22.02
	36,417.29	-715.41	3,735.17		
PREV-MISAPPL	-91.69	02/08 12/19			
	36,417.29	-715.41	3,643.48		
PREV-MISAPPL	-385.36	01/08 12/19	-12.57	-425.02	-22.02
	36,429.86	-737.43	3,717.73		
MISC RECEIPT	350.00	01/08 12/19			
	36,429.86	-737.43	4,067.73		
PAYMENT	35.36	02/08 12/19	12.57	425.02	22.02
	36,417.29	-715.41	3,643.48		
PAYMENT	459.61	03/08 12/19	12.72	424.87	22.02
	36,404.57	-693.39	3,643.48		
MISC RECEIPT	45.08	03/08 12/19			
	36,404.57	-693.39	3,688.56		
PAYMENT	414.53	04/08 12/19	12.87	424.72	22.02
	36,391.70	-671.37	3,643.48		
MISC RECEIPT	62.52	04/08 12/19			
	36,391.70	-671.37	3,706.00		
PAYMENT	397.09	05/08 12/19	13.02	424.57	22.02
	36,378.68	-649.35	3,643.48		
MISC RECEIPT	79.96	05/08 12/19			
	36,378.68	-649.35	3,723.44		

SUMMARY TOTALS

PRINCIPAL BALANCE START OF PERIOD	36,463.35	P & I PAYMENT	383.07
PRINCIPAL PAID DURING PERIOD	84.67	ESCROW PAYMENT	169.78
PRINCIPAL BALANCE END OF PERIOD	36,378.68		
2008 HISTORY STATEMENT OF MORTGAGE ACCOUNT			PFST753
JSS PAGE 835			

GMAC MORTGAGE, LLC -681
 3451 HAMMOND AVENUE
 WATERLOO IA 50702

07/05/09 PAGE 2

SUMMARY TOTALS (CONT)

ACCOUNT NUMBER 359526255

ESCROW	BALANCE START OF PERIOD	0.00	TOTAL PAYMENT	552.85
ESCROW	PAID DURING PERIOD	893.18	ACCUM LATE CHRG	75.00
ESCROW	DISBURSEMENTS	-1,542.53		
ESCROW	BALANCE END OF PERIOD	-649.35		
INTEREST	PAID DURING PERIOD	3,020.58		
PROPERTY TAXES	PAID DURING PERIOD	68.44		

2009 HISTORY STATEMENT OF MORTGAGE ACCOUNT
 JSS PAGE 1074

Untitled

PFST753 *

GMAC MORTGAGE, LLC
 3451 HAMMOND AVENUE
 WATERLOO IA 50702

-681

07/05/09 PAGE 1

LOAN TYPE 1-8 CONVENTIONAL
 ACCOUNT NUM [REDACTED]
 INV CODE 42431 BLOCK 00112

DIANE JOHNSON ST MARY STALLION
 205 SAINT ROSE AVENUE
 BATON ROUGE LA 70806

INV ACCT NBR 17101469

2009 DETAIL BY TRANSACTION									
TRANSACTION	TRANSACTION	DUE	POST	PRINCIPAL	INTEREST	ESCROW	CR	LIFE	LT
CHRG/	PRINCIPAL BAL	ESCROW BAL	UNAPP FUNDS						
DESCRIPTION	AMOUNT	DATE	DATE	PAID	PAID	PAID	/	DISAB	FEE
	AFTER TRAN	AFTER TRAN	AFTER TRAN						
PROP INSPECT	11.25	05/08	01/02						11.25
	36,378.68	-649.35		3,723.44					
CORP ADV 3 D	83.00	05/08	01/14						83.00
	36,378.68	-649.35		3,723.44					
MISC RECEIPT	1378.83	05/08	01/30						
	36,378.68	-649.35		5,102.27					
MISC RECEIPT	459.61	05/08	01/30						
	36,378.68	-649.35		5,561.88					
PAYMENT	459.61	06/08	01/30	13.17	424.42	22.02			
	36,365.51	-627.33		5,561.88					
PAYMENT	459.61	07/08	01/30	13.33	424.26	22.02			
	36,352.18	-605.31		5,561.88					
PAYMENT	432.01	08/08	01/30	16.17	393.82	22.02			
	36,336.01	-583.29		5,561.88					
PAYMENT	432.01	09/08	01/30	16.35	393.64	22.02			
	36,319.66	-561.27		5,561.88					
MISC RECEIPT	135.16	09/08	01/30						
	36,319.66	-561.27		5,697.04					
PREV-MISAPPL	-1918.40	09/08	01/30						
	36,319.66	-561.27		3,778.64					
PAYMENT	432.01	10/08	02/23	16.53	393.46	22.02			
	36,303.13	-539.25		3,778.64					
PAYMENT	432.01	11/08	02/23	16.71	393.28	22.02			
	36,286.42	-517.23		3,778.64					
PREV-MISAPPL	-6.13	11/08	02/23						
	36,286.42	-517.23		3,772.51					
PAYMENT	432.01	12/08	03/23	16.89	393.10	22.02			
	36,269.53	-495.21		3,772.51					
PAYMENT	432.01	01/09	03/23	17.07	392.92	22.02			
	36,252.46	-473.19		3,772.51					
PREV-MISAPPL	-6.13	01/09	03/23						
	36,252.46	-473.19		3,766.38					
MISC RECEIPT	452.80	01/09	04/30						
	36,252.46	-473.19		4,219.18					

Page 1

Untitled

MISC RECEIPT	405.09	01/09 04/30			
	36,252.46	-473.19	4,624.27		
PAYMENT	405.09	02/09 05/01	20.55	362.52	22.02
	36,231.91	-451.17	4,624.27		
PAYMENT	552.85	03/09 05/01	20.75	362.32	169.78
	36,211.16	-281.39	4,624.27		
PREV-MISAPPL	-100.05	03/09 05/01			
	36,211.16	-281.39	4,524.22		
PREV-MISAPPL	-857.89	03/09 05/01			
	36,211.16	-281.39	3,666.33		
MISC RECEIPT	305.04	03/09 05/29			
	36,211.16	-281.39	3,971.37		
MISC RECEIPT	552.85	03/09 05/29			
	36,211.16	-281.39	4,524.22		
PAYMENT	552.85	04/09 06/05	20.96	362.11	169.78
	36,190.20	-111.61	4,524.22		
MISC RECEIPT	305.04	04/09 06/05			
	36,190.20	-111.61	4,829.26		
PREV-MISAPPL	-857.89	04/09 06/05			
	36,190.20	-111.61	3,971.37		
ESC DISB		04/09 06/09			-599.00
	36,190.20	-710.61	3,971.37		
SUMMARY TOTALS					
PRINCIPAL BALANCE START OF PERIOD		36,378.68		P & I PAYMENT	383.07
PRINCIPAL PAID DURING PERIOD		188.48		ESCROW PAYMENT	169.78
PRINCIPAL BALANCE END OF PERIOD		36,190.20			
2009 HISTORY STATEMENT OF MORTGAGE ACCOUNT					PFST753
JSS PAGE 1075					

GMAC MORTGAGE, LLC -681
 3451 HAMMOND AVENUE
 WATERLOO IA 50702

07/05/09 PAGE 2

SUMMARY TOTALS (CONT)		ACCOUNT NUMBER 359526255	
ESCROW	BALANCE START OF PERIOD	-649.35	TOTAL PAYMENT 552.85
ESCROW	PAID DURING PERIOD	537.74	ACCUM LATE CHRG 94.15
ESCROW	DISBURSEMENTS	-599.00	
ESCROW	BALANCE END OF PERIOD	-710.61	
INTEREST	PAID DURING PERIOD	4,295.85	
PROPERTY	TAXES PAID DURING PERIOD	0.00	



Consumer Protection Division

Complaint Form Report

Today's Date: 08/19/2014 15:33

Complaint: 332613

Attorney General of Texas**Greg Abbott****Consumer's Information:****Date Filed:** 2/18/2010**Name:** Nguyen, Phu**Home Phone:** (858)3121429**Address:** 16269 Deer Ridge Rd**Work Phone:****Age:** 40 to 49**City, State, Zip:** San Diego, CA 92127**Support documents will be sent:****County:****Staging ID:** 29169**Business or individual complaint is filed against:****Business:** MGC Mortgage**Phone:** (866)5449819**Address:** 7195 Dallas Parkway**Contact Person:****City, State, Zip:** Plano, TX 75024-4922**Website:** MGCmortgage.com**County:****Email address:****First Contacted Via:****Contract Signed:** No**(other):****Original Amount:** 10859.510**Solicitation Other Language:** 6**Amount Paid:** 10859.510**Where transaction took place:** Dallas**Payment:** Unknown**(other):** Dallas**Date Of Payment:****Transaction Dates:****Complained to Business:****If so, when?****Business Response?**

They are continue sending monthly payment.

Have you contacted another agency or attorney about this complaint?**Name and Address of agency or attorney?**

No

What action was taken by this agency or attorney?**Description Of Complaint:**

To whom it may concern:

I had mortgage loan with Citi Crop. On April 2009, MGC purchased this loan from CITICORP, we were current on our payments, as we were the entire duration of the loan. Then we refinanced the loan with Bank of America on June 19th. The loan was paid in full to MGC. However, MGC is still sending me monthly payment and demands that we have to pay for principal & interest as \$1469.23 per month.

MGC Mortgage, Inc.7195 Dallas Parkway
Plano, TX 75024-4922

4-762-45480-0000026-001-1-000-110-000-000

PHU K NGUYEN
16269 DEER RIDGE RD
SAN DIEGO CA 92127-3472**MONTHLY BILLING STATEMENT**Loan Number:
Statement Date:

10/19/2009

Property Address:
3950 CATAMARCA DRIVE
SAN DIEGO CA 92124

LOAN SUMMARY	
Principal Balance*	\$153,143.19
Escrow Balance	-\$319.31
Current Interest Rate	6.37500%
Unapplied Funds Balance	\$.00
YEAR-TO-DATE	
Interest Paid	\$1,637.52
Taxes Paid	\$.00
*This is not a payoff quote. The total amount shown in the Loan Summary section does not include the current payment due. If you wish to obtain a payoff quote, please contact Customer Service.	

PAYMENT INFORMATION	
November Payment Due Date	11/01/09
Principal & Interest	\$1,469.23
Escrow Payment	\$.00
Regular Payment Due	\$1,469.23
Payment Past Due	\$4,407.69
Unpaid Late Charges	\$264.45
Outstanding Advances/Fees	\$100.00
TOTAL AMOUNT DUE	\$6,241.37

ACTIVITY SINCE LAST STATEMENT**IMPORTANT MESSAGES**

MGC Mortgage has representatives standing by to assist if you are experiencing difficulty in making your payment. Please call 1-866-544-9819 today. We will make every effort to assist you.

If you are having difficulty meeting your payment obligations and would like to explore your options a list of counseling organizations is available from HUD at 1-800-569-4287.

Your escrow account does not include funds for supplemental tax bills. If you receive a supplemental tax bill please remit payment directly to the appropriate taxing authority.

005-0814-1100F

PLEASE DETACH AND RETURN BOTTOM PORTION WITH PAYMENT

LOAN	DUE DATE	REGULAR PAYMENT	PAST DUE PAYMENTS	LATE CHARGES	ADVANCES/ FEES	TOTAL AMOUNT DUE	IF RECEIVED AFTER	PAYMENT DUE
	11/01/09	\$1,469.23	\$4,407.69	\$264.45	\$100.00	\$6,241.37	11/16/09	\$6,329.52

MGC Mortgage, Inc.
Make Checks Payable to: MGC Mortgage, Inc.
Statement Date: 10/19/2009

PHU K NGUYEN
16269 DEER RIDGE RD
SAN DIEGO CA 92127-3472

When sending more than the amount due, complete the following:
Be advised that funds will be applied to outstanding charges before principal.

MGC MORTGAGE, INC.
75 REMITTANCE DRIVE SUITE 6664
CHICAGO, IL 60675-6664



☐ Check if your address
has changed and fill out
form on reverse side.

Additional Principal
Additional Interest
Additional Escrow
Other
TOTAL ENCLOSED

0000000228000146923000624137000632952

MGC Mortgage, Inc.7195 Dallas Parkway
Plano, TX 75024-4922

6-762-92470-0000054-001-1-000-110-000-000

PHU K NGUYEN
16269 DEER RIDGE RD
SAN DIEGO CA 92127-3472**MONTHLY BILLING STATEMENT**

Loan Number:

Statement Date:

06/05/2009

Property Address:

3950 CATAMARCA DRIVE
SAN DIEGO CA 92124**LOAN SUMMARY**

Principal Balance*	\$153,143.19
Escrow Balance	\$.00
Current Interest Rate	6.38%
Unapplied Funds Balance	\$.00

YEAR-TO-DATE

Interest Paid	\$1,637.52
Taxes Paid	\$.00

*This is not a payoff quote. The total amount shown in the Loan Summary section does not include the current payment due. If you wish to obtain a payoff quote, please contact Customer Service.

PAYMENT INFORMATION

July Payment Due Date	07/01/09
Principal & Interest	\$1,469.23
Escrow Payment	\$.00
Regular Payment Due	\$1,469.23
Payment Past Due	\$.00
Unpaid Late Charges	\$.00
Outstanding Advances/Fees	\$35.00
TOTAL AMOUNT DUE	\$1,504.23

ACTIVITY SINCE LAST STATEMENT

TRANS DATE	DESCRIPTION	PRINCIPAL	INTEREST	ESCROW	LATE CHG	MISC	TOTAL
05-16-09	Mortgage Payment	\$648.75	\$820.48	\$0.00	\$0.00	\$0.00	\$1,469.23
06-30-09	Fees Billed	\$0.00	\$0.00	\$0.00	\$0.00	\$30.00	\$30.00
06-30-09	Fees Billed	\$0.00	\$0.00	\$0.00	\$0.00	\$5.00	\$5.00
06-05-09	Mortgage Payment	\$652.19	\$817.04	\$0.00	\$0.00	\$0.00	\$1,469.23

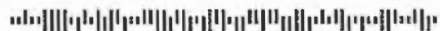
IMPORTANT MESSAGES

PLEASE DETACH AND RETURN BOTTOM PORTION WITH PAYMENT

LOAN NUMBER	DUE DATE	REGULAR PAYMENT	PAST DUE PAYMENTS	LATE CHARGES	ADVANCES/ FEES	TOTAL AMOUNT DUE	IF RECEIVED AFTER	PAYMENT DUE
	07/01/09	\$1,469.23	\$.00	\$.00	\$35.00	\$1,504.23	07/16/09	\$1,592.38

MGC Mortgage, Inc.Make Checks Payable to: MGC Mortgage, Inc.
Statement Date: 06/05/2009PHU K NGUYEN
16269 DEER RIDGE RD
SAN DIEGO CA 92127-3472When sending more than the amount due, complete the following:
Be advised that funds will be applied to outstanding charges before principal.MGC MORTGAGE, INC.
75 REMITTANCE DRIVE SUITE 6664
CHICAGO, IL 60675-6664
☐ Check if your address has changed and fill out form on reverse side.

Additional Principal	<input type="text"/>
Additional Interest	<input type="text"/>
Additional Escrow	<input type="text"/>
Other	<input type="text"/>
TOTAL ENCLOSED	<input type="text"/>



0000000228000146923000150423000159238

DOC # 2009-0330677

Recording Requested By
American Coast Title

Recording Requested By:
P. KALB

JUN 17, 2009 4:19 PM

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
DAVID L. BUTLER, COUNTY RECORDER
FEES: 57.00

DA: 1

PAGES: 16

10630

After Recording Return To:
BANK OF AMERICA, N.A.

CA6-914-01-42 DOC PROCESSING
P.O. Box 10423
Van Nuys, CA 91410-0423
Prepared By:
BRYAN LANDOWSKI

[Space Above This Line For Recording Data]

204943

500492
(Escrow/Closing #)

00020970672906009
(Doc ID #)

DEED OF TRUST

MIN 1000255-0000056264-3

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated JUNE 11, 2009, together with all Riders to this document.

(B) "Borrower" is

PHU K NGUYEN, AND DUNG TINA PHAN, HUSBAND AND WIFE AS COMMUNITY PROPERTY

Borrower's address is
16269 DEER RIDGE RD., SAN DIEGO, CA 92127
Borrower is the trustor under this Security Instrument.

CALIFORNIA--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT (MERS)

Form 3005 1/01

MERS Deed of Trust-CA
1006A-CA (08/08)(d1)

Page 1 of 12



* 2 3 9 9 1 *



* 2 0 9 7 0 6 7 2 9 0 0 0 0 1 0 0 6 A *

10631

DOC ID #: 00020970672906009

(C) "Lender" is

BANK OF AMERICA, N.A.

Lender is a NATIONAL ASSOCIATION

organized and existing under the laws of THE UNITED STATES

Lender's address is

101 South Tryon Street, Charlotte, NC 28255

(D) "Trustee" is

RECONTRUST COMPANY, N.A.

225 W HILLCREST DRIVE, MSN: TO-02, THOUSAND OAKS, CA 91360

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated JUNE 11, 2009. The Note states that Borrower owes Lender

THREE HUNDRED THIRTY NINE THOUSAND and 00/100

Dollars (U.S. \$ 339,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JULY 01, 2039

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☐ Adjustable Rate Rider☐ Balloon Rider☐ VA Rider☐ Condominium Rider☐ Planned Unit Development Rider☐ Biweekly Payment Rider☐ Second Home Rider☒ 1-4 Family Rider☐ Other(s) (specify)

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

10632

DOC ID #: 00020970672906009

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

COUNTY
[Type of Recording Jurisdiction]

of

SAN DIEGO
[Name of Recording Jurisdiction]

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Parcel ID Number: TBD

which currently has the address of

3950 CATAMARCA DR, SAN DIEGO
[Street/City]

California 92124 ("Property Address");
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and cancelling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim

CALIFORNIA--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT (MERS)

Form 3003 1/01

MERS Deed of Trust-CA
1006A-CA (08/08)

Page 3 of 12

JUN. 12. 2009 12:15PM

MGC MORTGAGE

NO. 710 P. 1

MGC Mortgage, Inc.

7195 Dallas Parkway
Plano, Texas 75024

Fax Transmittal

To: Mamiko

Company: American Coast Title

Fax Number: 858-505-9090

Pages: 3

(including cover page)

From: MGC Mortgage, Inc.

Telephone: 866-973-3399

Date: 12 June 2009

Re: Phu K. Nguyen (ESC#500492-MR)

COMMENTS:

NOTICE: This transmission is for the intended recipient only and may contain information that is confidential under law. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or use of the information contained herein is strictly prohibited. If you received this transmission in error, please immediately contact the sender and destroy the material in its entirety.

GO-001

JUN. 12. 2009 12:16PM

MGC MORTGAGE

NO. 710 P. 3

MGC Mortgage, Inc.

7195 Dallas Parkway
Plano, Texas 75024
www.mgcmortgage.com

* Any funds due back to the borrower will be returned after 21 business days.

** Funds may include loss draft or other funds and is not included in the total payoff calculation.

The next payment due is 08/01/09. The current interest rate is 6.37500% and the P & I payment is \$ 1469.23.

TO UPDATE FIGURES PRIOR TO REMITTING FUNDS, PLEASE FAX AN UPDATED REQUEST TO FAX NUMBER 469-229-8601 AS THEY ARE SUBJECT TO CHANGE WITHOUT NOTICE. NO PAYOFF FIGURES WILL BE GIVEN OVER THE TELEPHONE.

Please remit certified funds to:
MGC Mortgage Inc.
75 Remittance Drive Suite 6664
Chicago, IL 60675-6664

WIRING INSTRUCTIONS:

Wire to: Federal Home Loan Bank of Dallas
ABA: 111040195
Beneficiary: Beal Bank
Beneficiary Acct No: [REDACTED]
Reference: MGC Mortgage, Inc. [REDACTED] Incoming wires/payoffs
PLEASE VERIFY BORROWER NAME: _____ AND LOAN # _____

FINAL PAYOFFS ONLY: In order to cancel the ACH setup, please mail or fax the written cancellation to the Customer Service Department at the address below 10 business days prior to the draft date.

Customer Service Address:
MGC Mortgage, Inc.
7195 Dallas parkway
Plano, TX 75024

Customer Service Number:
866-973-3399

Fax Number:
469-229-8601

CS-018 01
Last Reviewed 06-03-09

NO. 434 P. 2

AMERICAN COAST TITLE

NOV. 18. 2009 4:26PM

JUN. 12. 2009 12:15PM

MGC MORTGAGE

NO. 710 P. 2

MGC Mortgage, Inc.7195 Dallas Parkway
Plano, Texas 75024
www.mgcmortgage.com

06/12/09

#4

PHU K NGUYEN
16269 DEER RIDGE RD
SAN DIEGO CA 92127

Payoff figures have been requested on the loan for the borrower and property described below.

Loan ID: [REDACTED]
PHU K NGUYEN
3950 CATAMARCA DRIVE
SAN DIEGO CA, 92124

The total amount necessary to payoff the loan is subject to final verification from MGC Mortgage, Inc. or the current note holder. We reserve the right to adjust these figures and refuse any funds that are not sufficient to payoff the loan in full. (This includes, but is not limited to, dishonored payments, disbursements, or adjustments made between the date of this payoff statement and the receipt of the payoff funds.) Please coordinate with MGC Mortgage, Inc. before making payments for taxes or insurance. For same day credit, payoff funds must be received by 12:00 PM CST, Monday through Friday. When remitting funds, please use our loan number to ensure proper posting and provide us with the borrower's forwarding address.

ONLY CERTIFIED FUNDS WILL BE ACCEPTED FOR PAYOFFS. All payoff figures are subject to clearance of funds in transit. The payoff is subject to final audit when presented. Any overpayment or refunds will be mailed directly to the borrower. We will prepare the release of our interest in the property after all funds have cleared.

Projected Payoff Date	06/30/09
Unpaid Principal Balance	\$151691.76
Interest to 06/30/09	\$-37.70
Outstanding Fees	\$0.00
Outstanding Late Charges	\$0.00
Prepayment Penalty	\$3751.42
Release Fees	\$0.00
Recording Fees	\$0.00
Payoff Statement Fees	\$30.00
Statement Fax Fee	\$5.00
Negative Escrow Balance	\$0.00

Total Payoff Due	\$155440.48
-------------------------	--------------------

Daily Per Diem Interest	\$26.6094
Late Charges on Next Installment Due	\$0.00
*Escrow Retained	\$0.00
**Unapplied Funds Balance	\$0.00

CS-018 01
Last Reviewed 06-03-09



American Coast Title
8304 Clairemont Mesa Blvd., #206 San Diego CA 92111
Phone: (858) 605-9985
Fax: (858) 605-9090
Escrow Officer: Michelle Riggs



Buyer's / Borrower's Settlement Statement - Final

Property: 3950 Catamarca Drive
San Diego, CA 92124

Closed Date: 8/17/2009

Buyer: Phu K. Nguyen and Dung Tina Phan

Escrow Number: 500492-MR

	<u>Debits</u>	<u>Credits</u>
New Loan 1(Loan # [REDACTED])		
Principal from Bank of America, N.A.		\$339,000.00
Discount Fee 1.12500% to Bank of America, N.A.	\$3,813.75	
Appraisal Fee from Landsafe Appraisal Services (POC 450.00)		
Appraisal Fee to Landsafe Appraisal Services	\$205.00	
Credit Report to Landsafe Credit (POC 35.00)		
Tax Service to BAC Tax Service	\$81.00	
Flood Cert. Fee to Landsafe Flood	\$26.00	
Lender Fee to Bank of America, N.A.	\$965.00	
Interest from 6/17/2009 to 7/1/2009 @53.4000/day	\$747.80	
Payoff 1		
Principal to MGC Mortgage	\$161,691.76	
Interest to 8/30/2009		\$37.70
Statement Fee to MGC Mortgage	\$30.00	
Fax Fee to MGC Mortgage	\$5.00	
Prepayment Penalty	\$3,751.42	
Escrow Charges		
Settlement or Closing fee	\$450.00	
Title Charges		
Lender's Coverage to American Coast Title Company	\$625.00	
Recording Fees		
Recording 1st Trust Deed	\$57.00	
Additional Settlement Fees		
Doc Signing Fee to Jeff Hofer	\$150.00	
Proceeds or Balance Due		
Cash From/To Borrower	\$176,439.17	
Balance Due		\$0.00
Totals:	\$339,037.70	\$339,037.70

Save this Statement for Income Tax purposes.

B. Type of Loan

1. ☐ FHA 2. ☐ FmHA 3. ☒ Conv.Units. 6. File Number: 800492-MR 7. Loan Number: [REDACTED] 8. Mortgage Insurance Case Number:
 4. ☐ VA 5. ☐ Conv. Ins.

C. NOTE: THIS NOTE IS FURNISHED TO GIVE YOU A STATEMENT OF ACTUAL SETTLEMENT COSTS, AMOUNTS PAID TO AND BY THE SETTLEMENT AGENT ARE SHOWN. ITEMS MARKED "(P.O.C.)" WERE PAID OUTSIDE THE CLOSING; THEY ARE SHOWN HERE FOR INFORMATIONAL PURPOSES AND NOT INCLUDED IN THE TOTALS.

D. Name and Address of Borrower
 PHU K. NGUYEN AND DUNG YINA PHAN
 18269 DEER RIDGE RD.
 SAN DIEGO, CA 92127

E. Name and Address of Seller

F. Name and Address of Lender
 BANK OF AMERICA, N.A.
 12340 EL CAMINO REAL, 100
 SAN DIEGO, CA 92130

G. PROPERTY LOCATION
 3800 CATAMARCA DRIVE,
 SAN DIEGO, CA 92124

H. Settlement Agent: AMERICAN COAST TITLE

Place of Settlement
 8304 CLAIREMONT MESA BLVD., #208
 SAN DIEGO, CA 92111

I. Settlement Date / Disbursement Date
 8/17/2009 - 8/17/2009

J. SUMMARY OF BORROWER'S TRANSACTIONS

100. Gross Amount Due From Borrower		400. Gross Amount Due To Seller	
101. Contract Sales Price		401. Contract Sales Price	
102. Personal Property		402. Personal Property	
103. Settlement Charges to Borrower	\$7,120.35	403.	
104. (See Exhibit 104)	\$155,440.48	404.	
105.		405.	
Adjustments For Items Paid By Seller In Advance		Adjustments For Items Paid By Seller In Advance	
106. City/Town Taxes		406. City/Town Taxes	
107. County Taxes		407. County Taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	

K. SUMMARY OF SELLER'S TRANSACTIONS

120. Gross Amount Due From Borrower	\$162,560.83	420. Gross Amount Due To Seller	\$0.00
200. Amounts Paid By Or In Behalf Of Borrower		500. Reductions In Amount Due To Seller	
201. Deposit or Earnest Money		501. Excess deposit	
202. Principal from Bank of America, N.A.	\$339,000.00	502. Settlement Charges To Seller (line 1400)	\$0.00
203. Existing loan(s) taken subject to		503. Existing Loan(s) taken Subject To	
204.		504. Payoff of First Mortgage Loan	
205.		505. Payoff of Second Mortgage Loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments For Items Unpaid By Seller		Adjustments For Items Unpaid By Seller	
210. City/Town Taxes		510. City/Town Taxes	
211. County Taxes		511. County Taxes	
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	

220. Total Paid By/For Borrower	\$339,000.00	520. Total Reduction Amount Due Seller	\$0.00
300. Cash At Settlement From/To Borrower		600. Cash At Settlement To/From Seller	
301. Gross Amount Due From Borrower (line 120)	\$162,560.83	601. Gross Amount Due To Seller (line 420)	\$0.00
302. Less Amounts Paid By/For Borrower (line 220)	\$339,000.00	602. Less Deductions In Amt. Due To Seller (line 520)	\$0.00
303. Cash [] From [X] To Borrower	\$176,439.17	603. Cash [] To [X] From Seller	\$0.00

700. Total Sales Commission		
Division of Commission (line 700) As Follows:		
701. Listing Agent Commission	Paid From Borrower's Funds At Settlement	Paid From Seller's Funds At Settlement
702. Selling Agent Commission		
703. Commission paid at settlement		
800. Items Payable In Connection With Loan		
801. Loan Origination Fee		
802. Discount Fee 1.12500% to Bank of America, N.A.	\$3,813.75	
803. (See Exhibit 803)	\$205.00	
804. Credit Report to Landsafe Credit (POC 35.00)		
805. Lender's Inspection Fee		
810. (See Exhibit 810)	\$1,072.00	
900. Items Required By Lender To Be Paid In Advance		
901. Interest from 6/17/2009 to 7/1/2009 @53.4000/day	\$747.80	
902. Mortgage Insurance Premium for		
903. Hazard Insurance Premium for		
1000. Reserves Deposited With Lender		
1001. Hazard Insurance		
1002. Mortgage Insurance		
1003. City Property Taxes		
1004. County Property Taxes		
1100. Title Charges		
1101. Settlement or Closing fee to American Coast Title	\$450.00	
1102. Abstract or Title Search		
1103. Title Examination		
1104. Title Insurance Binder		
1105. Document Preparation		
1106. Notary Fees		
1107. Attorney's Fees		
1108. Title Insurance to American Coast Title Company	\$825.00	
1109. Lender's Coverage		
1110. Owner's Coverage		
1111.		
1200. Government Recording And Transfer Charges		
1201. Recording Fees: Deed & Mortgage & Release &		
1202. City/county tax/stamps		
1203. State tax/stamps		
1205. Recording 1st Trust Deed to American Coast Title Company	\$57.00	
1300. Additional Settlement Charges		
1301. Survey		
1302. Pest Inspection		
1317. Doc Signing Fee to Jeff Hofer	\$150.00	
1400. Total Settlement Charges (Enter On Lines 103, Section J And 502, Section K)	\$7,120.35	\$0.00

		Buyer(s)
Exhibit 104		
Principal to MGC Mortgage		\$151,691.75
Interest to 6/30/2009		(\$37.70)
Statement Fee to MGC Mortgage		\$30.00
Fax Fee to MGC Mortgage		\$5.00
Prepayment Penalty		\$3,751.42
Exhibit 803		
Appraisal Fee to Landsafe Appraisal Services		\$205.00
Exhibit 810		
Tax Service to SAC Tax Service		\$81.00
Flood Cert. Fee to Landsafe Flood		\$26.00
Lender Fee to Bank of America, N.A.		\$965.00



11/18 - Spoke to...

ACT...
Gayle...

DATE 11/16/2009
PAGE 1
LOAN NUMBER [REDACTED]

MORTGAGOR MAILING ADDRESS
PHU K NGUYEN
16269 DEER RIDGE RD
SAN DIEGO CA 92127
PROPERTY ADDRESS
3950 CATAMARCA DRIVE
SAN DIEGO CA 92124

• Owner Co

Presi

• Trustee?

(MGC Mnt)
filed

PAYMENT INFORMATION		ORIGINAL INFORMATION		YEAR-TO-DATE	
P&I PAYMENT	1,469.23	ORIG BAL	170,000.00	INT PAID	1,637.52
ESCROW	0.00	ORIGINAL RATE	6.375	NEG AMORT	0.00
OPTIONAL INS	0.00	LOAN TERM	180	TAX PAID	0.00
BUYDOWN	0.00	FIRST DUE DATE	06/01/07	INT ON ESCROW	1.08
ASSISTANCE AMT	0.00	LOAN TYPE	CONV	UNCOLLECTED BALANCES	
ANCILLARY	0.00	CURRENT RATE	6.375	NSF FEES	0.00
TOTAL PAYMENT	1,469.23			LATE CHARGES	0.00
UNAPL FUNDS	155,440.48	NEXT DUE DATE	07/01/09	FEES	170.00
		PAID TO DATE	06/01/09	INTEREST	0.00
				TOTALS	170.00

DETAIL BY TRANSACTION					
EFF DATE	TOTAL AMT	PRIN AMT	ESCROW AMT	FEE AMT	DESCRIPTION
PD TO DT	UNAPPLIED AMT	INT AMT	OPT AMT	LT CHG	PRIN BAL AFT
10/30/09	5.00	0.00	0.00	5.00	FEE BILLED
07/09	0.00	0.00	0.00	0.00	0.00
10/30/09	30.00	0.00	0.00	30.00	FEE BILLED
07/09	0.00	0.00	0.00	0.00	0.00
10/29/09	5.00	0.00	0.00	5.00	FEE BILLED
07/09	0.00	0.00	0.00	0.00	0.00
10/29/09	30.00	0.00	0.00	30.00	FEE BILLED
07/09	0.00	0.00	0.00	0.00	0.00
10/20/09	88.15	0.00	0.00	0.00	STD LATE CHG
07/09	0.00	0.00	0.00	88.15	0.00
10/17/09	88.15	0.00	0.00	0.00	STD LATE CHG
07/09	0.00	0.00	0.00	88.15	0.00
10/17/09	88.15	0.00	0.00	0.00	STD LATE CHG
07/09	0.00	0.00	0.00	88.15	0.00

08/19/09	88.15	0.00	0.00	0.00	STD LATE CHG	
07/09	0.00	0.00	0.00	88.15		0.00
07/30/09	30.00	0.00	0.00	30.00	FEE BILLED	
07/09	0.00	0.00	0.00	0.00		0.00
07/24/09	-795.77	-795.77	0.00	0.00		
07/09	0.00	0.00	0.00	0.00		153143.19
07/24/09	-30.00	0.00	0.00	-30.00	REVERSAL	
07/09	0.00	0.00	0.00	0.00		153143.19
07/24/09	-5.00	0.00	0.00	-5.00	REVERSAL	
07/09	0.00	0.00	0.00	0.00		153143.19
07/22/09	-1469.23	-655.66	0.00	0.00		
07/09	0.00	-813.57	0.00	0.00		152347.42
07/22/09	0.00	0.00	0.00	0.00		
07/09	0.00	0.00	0.00	0.00		151691.76
07/22/09	35.00	0.00	0.00	0.00	UNAPPLIED	
07/09	35.00	0.00	0.00	0.00		151691.76
07/22/09	-35.00	0.00	0.00	0.00	UNAPPLIED	
07/09	-35.00	0.00	0.00	0.00		151691.76
07/22/09	35.00	0.00	0.00	0.00		
07/09	35.00	0.00	0.00	0.00		151691.76
07/22/09	35.00	0.00	0.00	0.00	UNAPPLIED	
07/09	35.00	0.00	0.00	0.00		151691.76
07/22/09	-30.00	0.00	0.00	-30.00	REVERSAL	
07/09	0.00	0.00	0.00	0.00		151691.76
07/22/09	-5.00	0.00	0.00	-5.00	REVERSAL	
07/09	0.00	0.00	0.00	0.00		151691.76
07/22/09	-5.00	0.00	0.00	-5.00	FEE WAIVED	
07/09	0.00	0.00	0.00	0.00		151691.76
07/22/09	-30.00	0.00	0.00	-30.00	FEE WAIVED	
07/09	0.00	0.00	0.00	0.00		151691.76
07/22/09	30.00	0.00	0.00	30.00	FEE BILLED	
07/09	0.00	0.00	0.00	0.00		151691.76
07/22/09	5.00	0.00	0.00	5.00	FEE BILLED	
07/09	0.00	0.00	0.00	0.00		151691.76
07/22/09	155405.48	0.00	0.00	0.00		
07/09	155405.48	0.00	0.00	0.00		151691.76
07/22/09	155405.48	0.00	0.00	0.00	UNAPPLIED	
07/09	155405.48	0.00	0.00	0.00		151691.76
07/22/09	-155405.48	-151691.76	-319.31	0.00		
07/09	0.00	-3394.41	0.00	0.00		151691.76
07/10/09	-319.31	0.00	-319.31	0.00	ESC DISB	
07/09	0.00	0.00	0.00	0.00		0.00
06/19/09	5.00	0.00	0.00	5.00	FEE PAID	
07/09	0.00	0.00	0.00	0.00		0.00
06/19/09	30.00	0.00	0.00	30.00	FEE PAID	
07/09	0.00	0.00	0.00	0.00		0.00
06/19/09	155405.48	151691.76	319.31	0.00	PAYOFF	
06/09	0.00	3394.41	0.00	0.00		0.00
06/12/09	5.00	0.00	0.00	5.00	FEE BILLED	
07/09	0.00	0.00	0.00	0.00		0.00
06/12/09	30.00	0.00	0.00	30.00	FEE BILLED	
07/09	0.00	0.00	0.00	0.00		0.00

06/08/09	5.00	0.00	0.00	5.00	FEE PAID	
07/09	0.00	0.00	0.00	0.00		0.00
06/08/09	30.00	0.00	0.00	30.00	FEE PAID	
07/09	0.00	0.00	0.00	0.00		0.00
06/08/09	795.77	795.77	0.00	0.00	ADDL PRIN	
07/09	0.00	0.00	0.00	0.00		151691.76
06/08/09	1469.23	655.66	0.00	0.00	PAYMENT	
07/09	0.00	813.57	0.00	0.00		152487.53
06/05/09	1469.23	652.19	0.00	0.00	PAYMENT	
06/09	0.00	817.04	0.00	0.00		153143.19
06/04/09	5.00	0.00	0.00	5.00	FEE BILLED	
05/09	0.00	0.00	0.00	0.00		153143.19
06/04/09	30.00	0.00	0.00	30.00	FEE BILLED	
05/09	0.00	0.00	0.00	0.00		153143.19
05/18/09	0.00	0.00	0.00	0.00	STD LATE CHG	
04/09	0.00	0.00	0.00	0.00		153143.19
05/18/09	1469.23	648.75	0.00	0.00	PAYMENT	
05/09	0.00	820.48	0.00	0.00		153795.38

B. Type of Loan				6. File Number:		7. Loan Number:		8. Mortgage Insurance Case Number:	
1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input checked="" type="checkbox"/> Conv.Unins.	500492-MR						
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv.Ins.								

C. NOTE: THIS NOTE IS FURNISHED TO GIVE YOU A STATEMENT OF ACTUAL SETTLEMENT COSTS, AMOUNTS PAID TO AND BY THE SETTLEMENT AGENT ARE SHOWN. ITEMS MARKED "(P.O.C.)" WERE PAID OUTSIDE THE CLOSING; THEY ARE SHOWN HERE FOR INFORMATIONAL PURPOSES AND NOT INCLUDED IN THE TOTALS.

D. Name and Address of Borrower		E. Name and Address of Seller		F. Name and Address of Lender	
PHU K. NGUYEN AND DUNG TINA PHAN				BANK OF AMERICA, N.A.	
16269 DEER RIDGE RD.				12340 EL CAMINO REAL, 100	
SAN DIEGO, CA 92127				SAN DIEGO, CA 92130	

G. PROPERTY LOCATION		H. Settlement Agent: AMERICAN COAST TITLE		I. Settlement Date / Disbursement Date	
3950 CATAMARCA DRIVE, SAN DIEGO, CA 92124		Place of Settlement 8304 CLAIREMONT MESA BLVD., #206 SAN DIEGO, CA 92111		6/17/2009 – 6/17/2009	

J. SUMMARY OF BORROWER'S TRANSACTIONS				K. SUMMARY OF SELLER'S TRANSACTIONS			
100. Gross Amount Due From Borrower				400. Gross Amount Due To Seller			
101. Contract Sales Price				401. Contract Sales Price			
102. Personal Property				402. Personal Property			
103. Settlement Charges to Borrower \$7,120.35				403.			
104. (See Exhibit 104) \$155,440.48				404.			
105.				405.			
Adjustments For Items Paid By Seller In Advance				Adjustments For Items Paid By Seller In Advance			
106. City/Town Taxes				406. City/Town Taxes			
107. County Taxes				407. County Taxes			
108. Assessments				408. Assessments			
109.				409.			
110.				410.			
111.				411.			
112.				412.			

120. Gross Amount Due From Borrower		\$162,560.83		420. Gross Amount Due To Seller		\$0.00	
200. Amounts Paid By Or In Behalf Of Borrower				500. Reductions In Amount Due To Seller			
201. Deposit or Earnest Money				501. Excess deposit			
202. Principal from Bank of America, N.A. \$339,000.00				502. Settlement Charges To Seller (line 1400) \$0.00			
203. Existing loan(s) taken subject to				503. Existing Loan(s) taken Subject To			
204.				504. Payoff of First Mortgage Loan			
205.				505. Payoff of Second Mortgage Loan			
206.				506.			
207.				507.			
208.				508.			
209.				509.			
Adjustments For Items Unpaid By Seller				Adjustments For Items Unpaid By Seller			
210. City/Town Taxes				510. City/Town Taxes			
211. County Taxes				511. County Taxes			
212. Assessments				512. Assessments			
213.				513.			
214.				514.			
215.				515.			
216.				516.			
217.				517.			
218.				518.			
219.				519.			

220. Total Paid By/For Borrower		\$339,000.00		520. Total Reduction Amount Due Seller		\$0.00	
300. Cash At Settlement From/To Borrower				600. Cash At Settlement To/From Seller			
301. Gross Amount Due From Borrower (line 120) \$162,560.83				601. Gross Amount Due To Seller (line 420) \$0.00			
302. Less Amounts Paid By/For Borrower (line 220) \$339,000.00				602. Less Deductions in Amt. Due To Seller (line 520) \$0.00			
303. Cash [] From [X] To Borrower				\$176,439.17		603. Cash [] To [X] From Seller	
						\$0.00	

Settlement Statement

700. Total Sales Commission 0.00		
Division of Commission (line 700) As Follows:	Paid From Borrower's Funds At Settlement	Paid From Seller's Funds At Settlement
701. Listing Agent Commission		
702. Selling Agent Commission		
703. Commission paid at settlement		
800. Items Payable In Connection With Loan		
801. Loan Origination Fee		
802. Discount Fee 1.12500% to Bank of America, N.A.	\$3,813.75	
803. (See Exhibit 803)	\$205.00	
804. Credit Report to Landsafe Credit (POC 35.00)		
805. Lender's Inspection Fee		
810. (See Exhibit 810)	\$1,072.00	
900. Items Required By Lender To Be Paid In Advance		
901. Interest from 6/17/2009 to 7/1/2009 @53.4000/day	\$747.60	
902. Mortgage Insurance Premium for		
903. Hazard Insurance Premium for		
1000. Reserves Deposited With Lender		
1001. Hazard Insurance		
1002. Mortgage Insurance		
1003. City Property Taxes		
1004. County Property Taxes		
1100. Title Charges		
1101. Settlement or Closing fee to American Coast Title	\$450.00	
1102. Abstract or Title Search		
1103. Title Examination		
1104. Title Insurance Binder		
1105. Document Preparation		
1106. Notary Fees		
1107. Attorney's Fees		
1108. Title Insurance to American Coast Title Company	\$625.00	
1109. Lender's Coverage		
1110. Owner's Coverage		
1111.		
1200. Government Recording And Transfer Charges		
1201. Recording Fees: Deed \$ Mortgage \$ Release \$		
1202. City/county tax/stamps		
1203. State tax/stamps		
1205. Recording 1st Trust Deed to American Coast Title Company	\$57.00	
1300. Additional Settlement Charges		
1301. Survey		
1302. Pest Inspection		
1317. Doc Signing Fee to Jeff Hofer	\$150.00	
1400. Total Settlement Charges (Enter On Lines 103, Section J And 502, Section K)	\$7,120.35	\$0.00

MGC Mortgage, Inc.

7195 Dallas Parkway
Plano, Texas 75024
www.mgcmortgage.com
Tel 866 973-3399

March 15, 2010

James A. Daross, Assistant Attorney General
Office of the Attorney General
401 East Franklin Avenue, Suite 530
El Paso, TX 79901

RECEIVED

MAR 19 2010

OFFICE OF THE ATTORNEY GENERAL
CONSUMER PROTECTION DIVISION
EL PASO REGIONAL OFFICE

RE: Phu K. Nguyen
Your File Number: 332613
3950 Catamarca Drive
San Diego, CA 92124

Dear James Daross:

MGC Mortgage, Inc ("MGC") has received your letter dated February 26, 2010 regarding Phu K. Nguyen. Thank you for your patience while we researched this inquiry.

Records indicate that the Borrower submitted funds in the amount of \$155,405.48 on June 19, 2009, of which he intended to pay the loan off in full. It appears that a misapplication of funds posted prior to the payoff caused the funds submitted by the Borrower to be insufficient to pay the loan in full. After thorough investigation, we have determined that the best course of action is to waive the remaining principal balance of \$1,469.23 and the uncollected fees of \$591.51. Currently, the loan reflects a "paid in full" status, and MGC has begun processing the necessary Lien Release documents to reflect the satisfaction. Upon completion, the Lien Release documents will be provided to the appropriate parties.

For further assistance with this matter, please contact Anna Schmidt at (469) 229-8774. For general questions on your loan, please contact MGC's Customer Service Department at (866) 973-3399 Monday through Friday from 8:00 a.m. to 5:00 p.m. Central Standard Time.

Sincerely,



Sharon Brock
SVP Loan Operations

cc: Phu K. Nguyen



Consumer Protection Division

Complaint Form Report

Today's Date: 08/19/2014 15:36

Complaint: 333162

Attorney General of Texas**Greg Abbott****Consumer's Information:**

Date Filed: 2/24/2010

Name: Walsh, Michael

Home Phone: (614)5896677

Address: 2756 Sawmill MEadows Avenue

Work Phone:

Age: 50 to 59

City, State, Zip: Dublin, OH 43016

Support documents will be sent:

County:

Staging ID: 29472

Business or individual complaint is filed against:

Business: MGC Mortgage Inc

Phone: (866)9733399

Address: 7195 Dallas Parkway

Contact Person:

City, State, Zip: Plano, TX 75024

Website: mgcmortgage.com

County:

Email address:

First Contacted Via:

Contract Signed: No

(other):

Original Amount:

Solicitation Other Language: 6

Amount Paid:

Where transaction took place: Dallas

Payment: Unknown

(other): Dallas

Date Of Payment:

Transaction Dates:

Complained to Business:

If so, when?

Business Response?

It is our policy and there is nothing that we have to do about it.

Have you contacted another agency or attorney about this complaint?

Name and Address of agency or attorney?

No

What action was taken by this agency or attorney?

Description Of Complaint:

I am attempting to close on a refinance of my home. My credit union requested payoff information 02/11/2010. On 02/20/2010 my credit union had still not recieved the payoff. upon contacting MGC on Monday 02/22/2010 we were told that no request had been received and that it would now take two to three days to process a simple request that is generated from their system. When my wife asked to speak to the department that handles the payoff requests she was told that they do not have telephones and can only be reached by email. When she asked to speak to the representatives supervisor she was told that they were not available. This organization is collecting interest each day that they delay and I will not make another payment to them. Our mortgage was sold to this outfit in October of 2009 without our knowledge and I feel that people should know what kind of dishonest organization they are. Thank you for your time.

MGC Mortgage, Inc.



7195 Dallas Parkway
Plano, Texas 75024
www.mgc mortgage.com
Tel 866-973-3399

April 21, 2010

RECEIVED

APR 26 2010

OFFICE OF THE ATTORNEY GENERAL
CONSUMER PROTECTION DIVISION
EL PASO REGIONAL OFFICE

Michael S. Walsh
Debbie K. Walsh
2756 Sawmill Meadows Avenue
Dublin, OH 43016-9216

RE: Property Located at:
2756 Sawmill Meadows Avenue
Dublin, OH 43016-9216

Dear Michael and Debbie Walsh:

MGC Mortgage, Inc ("MGC") is in receipt of the correspondence submitted on your behalf by the State of Texas Office of the Attorney General Greg Abbott, dated February 25, 2010 and March 25, 2010. Thank you for your patience while MGC researched this inquiry.

Please be advised that MGC originally sent you a payoff quote on March 25, 2010 in the amount of \$121,247.73. The amount of this payoff is incorrect due to an erroneous force placed insurance ("FPI") policy in the amount of \$5,554.91 which was included in the payoff. MGC is in receipt of your proof of hazard insurance and we have posted a full refund of the FPI to your escrow account.

MGC sent a corrected payoff via facsimile on April 9, 2010, which excluded the FPI charges and was backdated to the date you originally requested a payoff quote, March 1, 2010. We sincerely apologize for any inconvenience this may have caused.

For further assistance with this matter, please contact Anna Schmidt (469) 229-8774. For general questions on your loan, please contact MGC's Customer Service Department at (877) 471-7888 Monday through Friday from 8:00 a.m. to 5:00 p.m. Central Standard Time.

Sincerely,



Sharon Brock
SVP Loan Operations

cc: James A. Daross, State of Texas Office of the Attorney General Greg Abbott



Consumer Protection Division

Complaint Form Report

Today's Date: 08/19/2014 15:36

Complaint: 333376

Attorney General of Texas**Greg Abbott****Consumer's Information:****Date Filed:** 2/25/2010**Name:** Fauley, Robynne Ariel**Home Phone:** (503)6952468**Address:** 4515 N.E Fremont St**Work Phone:** (503)503-381-6937**Age:** 50 to 59**City, State, Zip:** Portland, OR 97213**Support documents will be sent:****County:****Staging ID:** 29562**Business or individual complaint is filed against:****Business:** MGC Mortgage Inc.**Phone:** (866)8424185**Address:** 6000 Legcy Drive**Contact Person:** , Rita Everette

142 North Road, Suite G Sudbury Ma

City, State, Zip: Plano, TX 75204**Website:****County:****Email address:****First Contacted Via:****Contract Signed:** No**(other):****Original Amount:** 2553.100**Solicitation Other Language:** 6**Amount Paid:** 2553.100**Where transaction took place:** Dallas**Payment:** Check (Personal)**(other):** Dallas**Date Of Payment:** 01/09/2010**Transaction Dates:****Complained to Business:****If so, when?****Business Response?**

To shift me around from person and department to person and department non stop with no response or follow ups.

Have you contacted another agency or attorney about this complaint?**Name and Address of agency or attorney?**

Yes

What action was taken by this agency or attorney?

Do not know yet. Just sent out the letters today.

Description Of Complaint:

February 22, 2010

Dear Senator Ron Wyden,

I have wanted to write you for some time now and ask for your help. I believe my mortgage company MGC, is very dishonest and maybe even corrupt, from what I have found after some research and checking on the internet. I have noticed that many many other people are having the same experiences that I am having.

I had my home loan sold about four times in the last ten years. Litton Loan, sold it last, to MGC, who sent a letter in November of '08? and stated all payments would now be made to them. Litton was another mess of a company that left my loan in an unacceptable and unresolved mess as well. I was unable to copies of any payment histories or tax payments from them after months and months of requests, when they said now just talk to MGC.

I have been requesting payment history and tax history with MGC, once a month since December of 2008. I have been switched from department to department to department. I have been assigned different people by name who promised that they would now resolve with me, and then been passed on again to people who knew nothing of what I was speaking of and would get the paperwork and get back to me, and of course I then received no



Consumer Protection Division

Complaint Form Report

Today's Date: 08/19/2014 15:36

Complaint: 333376

Attorney General of Texas**Greg Abbott**

 response unless I called.

I asked not only for these past and present payment histories but why my taxes were not being paid in a timely manner. They were receiving extra money on my monthly payment plan for this purpose. They said they would pay the late fees, I still do not know what is going on.

I am in Chapter 13, and have made my payments on time since it began. They did not pay my payments for almost the first year, and it took me six months of calling constantly to find out why not, and then to get them applied to my payment plan took two more months of calling. I have called in my monthly payment as I have for the last few years on the 9th of each month, and they did not apply a payment recently, telling me I did not have enough money in my account and I asked them if they wanted my bank statement to prove it was there. This took three weeks of phone calls again for them to apply my payment two months later. They just refuse still to date to get me the tax paperwork that they have promised they were sending in the mail at least six to seven different occasions.

I began calling regularly in July of 2009 to get a loan modification with MGC, and straighten out a (\$18,000.00 add on debit) to my (Chapter 13). I had a \$ 25,000.00 difference that was agreed to be held to the end of the chapter 13. I just wanted to know where all the extra \$ 18,000.00 came from. I still to this date 02-10 do not know. I asked to place the \$25,000.00 at the end of the loan and end the chapter 13. I still want to do

this. I know this an acceptable practice. I also want to know where any late fees come from when I pay everything on time and they are the ones who do not pay my taxes.

When the chapter 13 was granted by my trustee Brian Lynch of Portland Oregon, I was told I was to modify the loan. I have been ready to do this with them since July 2009 and through out this whole declining economy with them.

In July they told me they could not do this legally, I had my bankruptcy attorney George Hoselton call them over and over and finally he told them they legally could. They sent me the paperwork, I sent them my bank statements, divorce papers, hardship letters, and Social Security number. In fact it was sent on six occasions, three faxed, and two hard copies mailed, five of which have not been located yet. This is very upsetting to me. The last one sent directly to Rita Everett my latest contact, who could not find it for days and then promised to get back to me each month on it for the last four months, with no follow up. She also has promised my tax information to me about four times. My contacts, have switched me from dept. to dept. and then handed me on to a new person non stop throughout out this whole process. I have had about five long or short term different contacts, and then suddenly I was shifted to another state completely. It bothers me that my information is still floating around somewhere with a group that is so irresponsible.

I should have been able to obtain some sort of modification on my home that was once worth \$ 600,000.00 and is now worth \$ 445,000.00. With the out standing balance, and second loan, I have had two relators come this last few months to discuss sales and have now told me that once everything is paid, I walk away with nothing. Zero. I cannot afford the over inflated 7.2 percent on the property. And I cannot sell it having nothing to start over with and having put alot of money into it. I have paid \$ 2,229.27 since the year 2000 and not one penny has gone to anything other then interest. My new payment is \$ 2,553.10 since the bankruptcy. I am now recently divorced and my business is getting hit so incredibly hard with taxes and the economy, I have gone without heat and sometimes basic needs these last two winters to pay my payment on time and not loose the home completely, with no place to live and family in the same boat I have tried hard to work longer hours to the point of exhaustion.. I can rent and try to keep it at this point, but I cannot make any decisions until they get me some paperwork and a chance at understanding what is happening so I can go forward wisely at this point. If they would co operate and modify I could rent out part of my home and keep working and have a home.

I am so frustrated with them. They have done nothing but shuffle me around in circles ignore my never ending phone calls and requests, and not comply with anything I seem to need over and over and over and over and over. Its been almost 17 months of calling them constantly and getting the run around. I do not know why I have been this patient this long. I started calling on the modification in July of 2009, that makes that

multiple phone calls, calling week after week, for eight months. That is alot of time and energy spent. Not to mention that my lawyer told them they were wrong, that I could modify during a Chapter 13 when they finally, called me and told me I could not.

Please help me, I do not want to continue in this pattern with them. They need to produce paperwork and explanations. I noticed on the web when I put MGC in, I found that many people had complained to the Attorney General in Texas and I noted that it was stated online that the Attorney General did not seem to care. I am going to send a copy of this letter to him as well.

I volunteer as a prison chaplain for the last 15 years here in Oregon and work part time with street people and I care about my community. I hope that my community cares about me as well.

Thank so much for your time in this matter. If you need any names or further information on this matter, I will provide this for you. I have kept careful records of the names and ongoing dates of this fiasco.

Robynne Ariel Fauley

MGC Mortgage Inc.
142 North Road, Suite G
Sudbury MA 01776

1- 866- 842- 4185



Consumer Protection Division

Complaint Form Report

Today's Date: 08/19/2014 15:36

Complaint: 333376

Attorney General of Texas

Greg Abbott

Loan # [REDACTED]

Rita Everette 1- 469- 229-8645
Most recent correspondent.



Consumer Protection Division

Complaint Form Report

Today's Date: 08/19/2014 15:36

Complaint: 333376

Attorney General of Texas**Greg Abbott****Consumer's Information:**

Date Filed: 9/13/2011

Name: Fauley, Robynne Ariel Fauley, Robynne Ariel

Home Phone: (503)6952468

Address: 12125 S.E. Laughing Water Rd

Work Phone: (503)503-381-6937

Age: 50 to 59

City, State, Zip: Sandy, OR 97055

Support documents will be sent:

County:

Staging ID: 62632

Business or individual complaint is filed against:

Business: MGC Mortgage

Phone: (469)2298521

Address: 7195 Dallas Parkway

Contact Person: , Erica Thomas & Annah Schmidt

City, State, Zip: Plano, TX 75024

Website: www.mgcmortgage.com

County:

Email address:

First Contacted Via:

Contract Signed: Yes

(other):

Original Amount: 320000.000

Solicitation Other Language: 6

Amount Paid: 320000.000

Where transaction took place: Dallas

Payment: Other Payment Method (

(other): Dallas

Date Of Payment:

Transaction Dates: 9/1/2011 00:00:00

Complained to Business:

If so, when?

Business Response?

After my senator Ron Wyden wrote them and you too they decided to modify and stop loosing all my paperwork and shifting me from dept to dept. I then have gotten a terribly bad modification that really is not one. I am asking them to work with the presidents making homes affordable program, and they have refused saying its a choice. They are still ripping me off according to a proffesional advisor her in Oregon, and have not really offered me a fair modification loan and it ends in three years, and back to a bad percentage. They need to work with the presidents program. They say its their choice not too.

Have you contacted another agency or attorney about this complaint?

Name and Address of agency or attorney?

Yes

What action was taken by this agency or attorney?

Waiting to hear from them now.

Description Of Complaint:

They are disfunctional and dishonest. They can help people stay in their homes, but do not wish too. They are evasive and the loan modification was written really badly after they were forced to do it. They have made sure that huge amounts of fees go their way and have made sure they did not compromise in the least. I have paid for my property in full over the last ten years, but every penny went to interest. I owe more then when I began. I got in a terrible accident last year and have been unable to pay for one year. I start work again in November, and want the modification in place with a reasonable payment. The Log home is rotting and needs alot of work. They need to understand that, they had appraisers come out who avoided documenting it as best as they could. They have a 7.25 interest rate and if I understood this when I purchased, I would have done something other then pay them the all the money for 15 years, I should have had some thing applied to the principle. Did not understand. I have worked and paid alot of money. This just does not seem right. New laws need to be created so that I did not end up paying three times the purchase price to buy from them. And or they can take it back after its been paid for once, and I have nothing after ten years of payments. Thanks

Robynne Ariel Fauley
12125 S.E Laughing Water Rd
Sandy, Oregon 97055
503 695-2468
Cell 503 695-2468

RECEIVED

MAR 17 2010

TEXAS ATTORNEY GENERAL

10:11:54 PM

OFFICE OF THE ATTORNEY GENERAL
CONSUMER PROTECTION DIVISION
EL PASO REGIONAL OFFICE

COPIES TO AUSTIN

February 22, 2010

Dear Senator Ron Wyden,

I have wanted to write you for some time now and ask for your help. I believe my mortgage company MGC, is very dishonest and maybe even corrupt, from what I have found after some research and checking on the internet. I have noticed that many many other people are having the same experiences that I am having.

I had my home loan sold about four times in the last ten years. Litton Loan, sold it last, to MGC, who sent a letter in November of "08" and stated all payments would now be made to them. Litton was another mess of a company that left my loan in an unacceptable and unresolved mess as well. I was unable to copies of any payment histories or tax payments from them after months and months of requests, when they said now just talk to MCG.

I have been requesting payment history and tax history with MCG, once a month since December of 2008. I have been switched from department to department to department. I have been assigned different people by name who promised that they would now resolve with me, and then been passed on again to people who knew nothing of what I was speaking of and would get the paperwork and get back to me, and of course I then received no response unless I called.

I asked not only for these past and present payment histories but why my taxes were not being paid in a timely manner. They were receiving extra money on my monthly payment plan for this purpose. They said they would pay the late fees, I still do not know what is going on.

I am in Chapter 13, and have made my payments on time since it began. They did not pay my payments for almost the first year, and it took me six months of calling constantly to find out why not, and then to get them applied to my payment plan took two more months of calling. I have called in my monthly payment as I have for the last few years on the 9th of each month, and they did not apply a payment recently, telling me I did not have enough money in my account and I asked them if they wanted my bank statement to prove it was there. This took three weeks of phone calls again for them to apply my payment two months later. They just refuse still to date to get me the tax paperwork that they have promised they were sending in the mail at least six to seven different occasions.

I began calling regularly in July of "08" to get a loan modification with MGC, and straighten out a (\$18,000.00 add on debit) to my (Chapter 13). I had a \$ 25,000.00 difference that was agreed to be held to the end of the chapter 13. I just wanted to know where all the extra \$ 18,000.00 came from. I still to this date 02-10 do not know. I asked to place the \$25,000.00 at the end of the loan and end the chapter 13. I still want to do

Robynne Ariel Fauley
12125 S.E Laughing Water Rd
Sandy, Oregon 97055
503 695-2468
Cell 503 695-2468

this. I know this an acceptable practice. I also want to know where any late fees come from when I pay everything on time and they are the ones who do not pay my taxes.

When the chapter 13 was granted by my trustee Brian Lynch of Portland Oregon, I was told I was to modify the loan. I have been ready to do this with them since July "08" and through out this whole declining economy with them.

In July they told me they could not do this legally, I had my bankruptcy attorney George Hoselton call them over and over and finally he told them they legally could. They sent me the paperwork, I sent them my bank statements, divorce papers, hardship letters, and Social Security number. In fact it was sent on six occasions, three faxed, and two hard copies mailed, five of which have not been located yet. This is very upsetting to me. The last one sent directly to "Rita Everett" my latest contact, who could not find it for days and then promised to get back to me each month on it for the last four months, with no follow up. She also has promised my tax information to me about four times. My contacts, have switched me from dept. to dept. and then handed me on to a new person non stop throughout out this whole process. I have had about five long or short term different contacts, and then suddenly I was shifted to another state completely. It bothers me that my information is still floating around somewhere with a group that is so irresponsible.

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Robynne Ariel Fauley
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Thank so much for your time in this matter. If you need any names or further information on this matter, I will provide this for you. I have kept careful records of the names and ongoing dates of this fiasco.

Robynne Ariel Fauley



MGC Mortgage Ince
142 North Road, Suite G
Sudbury MA 01776

1- 866- 842- 4185

Loan # [REDACTED]

Rita Everette 1- 469- 229-8645
Most recent correspondent.



ATTORNEY GENERAL OF TEXAS
GREG ABBOTT

March 5, 2010

Ms. Robynne A. Fauley
12125 SE Laughing Water Rd
Sandy, OR 97055

Dear Ms. Fauley:

Thank you for your recent letter. We appreciate your contacting the Office of the Texas Attorney General.

Your letter has been forwarded to our Consumer Protection Division (CPD) for review. CPD monitors business practices and determines priorities for enforcement. When appropriate, CPD takes action to stop violations of Texas consumer protection laws. We appreciate your assistance in this effort.

You may wish to contact the Texas Department of Savings and Mortgage Lending (SML) with concerns about state savings banks, mortgage brokers or mortgage bankers. You can contact that agency at:

Texas Department of Savings and Mortgage Lending
2601 North Lamar, Suite 201
Austin, TX 78705
(512) 475-1350

The Federal Trade Commission (FTC) also accepts mortgage complaints in most cases regardless of the type of lending institution. This includes complaints concerning most non-bank lenders such as mortgage and finance companies and state credit unions. The FTC can be reached at:

Federal Trade Commission
CRC-240
Washington, DC 20580
(877) FTC-HELP (382-4357)

You may also wish to contact the U.S. Department of Housing and Urban Development (HUD) to share your concerns. This federal agency enforces the federal Real Estate Settlement Procedures Act (RESPA). You can reach this agency as follows:

Director, Office of RESPA and Interstate Land Sales
US Department of Housing and Urban Development
Room 9154
451 7th Street, SW
Washington, DC 20410-8000
(202) 708-0502

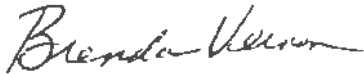
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MAR 11 2010
OFFICE OF THE
CONSUMER PROTECTION DIVISION
EL PASO REGIONAL OFFICE

In addition, homeowners with problems that could result in mortgage default or foreclosure on their property should consider contacting a HUD-approved housing counseling agency at (800) 569-4287. The Homeownership Preservation Foundation also provides foreclosure information and counseling at (888)995-HOPE (4673) or www.995hope.org.

Finally, you may wish to continue working with your bankruptcy attorney regarding this matter.

Again, thank you for writing. Please feel free to contact the Office of the Attorney General if we may be of further assistance.

Sincerely,

A handwritten signature in cursive script that reads "Brenda Vernon".

Brenda Vernon
Public Information & Assistance
Office of the Attorney General of Texas

Exhibit C

To Affidavit of JoAnn Breitling



ATTORNEY GENERAL OF TEXAS
GREG ABBOTT

October 4, 2010

MGC Mortgage, Inc.
7195 Dallas Parkway
Plano, TX 75024

RE: MGC Mortgage, Inc. Foreclosures in Texas

Gentlemen:

Recent troubling developments about the veracity of claims made on documents used by Ally Financial, Inc., in its foreclosure filings have led to an inquiry by our office as to the full harm Texas homeowners have suffered.

We are certain that you must be aware of the issues raised when Ally Financial, Inc., and later JP Morgan Chase and Bank of America, announced that they were suspending foreclosures on certain properties in 23 states. It appears that they had discovered, through testimony of their employees in private litigation, that the employees, referred to as "robosigners," had engaged in practices concerning the execution of affidavits which were used in foreclosure litigation, among which were these:

- Signing thousands of documents per month
- Signing documents without reading them
- Signing affidavits which falsely claim personal knowledge of facts
- Signing affidavits which falsely claim the affiant reviewed the attached documents
- Notarizing documents prior to signing by the signer
- Notarizing documents when the signer was not present before the notary
- Filing affidavits with records attached that do not correctly reflect loan payments, charges and advances

We are aware that MGC Mortgage, Inc. services a significant number of mortgage loans in the State of Texas. It is likely that affidavits and other documents, such as assignments of deeds of trust and appointments of substitute trustees, with the issues described, above may have been used in connection with foreclosures in the State of Texas. Regardless of whether the foreclosure was a nonjudicial one or a judicial one in connection with a home equity loan, home equity line of credit or reverse mortgage, if any of the practices described above were utilized in establishing MGC Mortgage, Inc.'s authority to conduct the sale or obtain a court order for a sale, such use would have been a violation of Section 17.46(a) of the Texas Deceptive Trade Practices Act; Section 392.304, Texas Debt Collection Act; Section 37.02, Texas Penal Code; Section 12.001, Texas Property Code; Section 406.009, Texas Government Code; Texas Constitution Article 16, Section 50; and/or Rule 736(1), Texas Rules of Civil Procedure, and the document and therefore the foreclosure sale would have been invalid.

MGC Mortgage
October 4, 2010
Page 2

We are also aware that after the practices described above came to light, Ally Financial, Inc., JP Morgan Chase and Bank of American voluntarily suspended all foreclosures in twenty-three states in which foreclosures are conducted solely through a judicial process, in order to determine which foreclosures may have been tainted by illegitimate affidavits. The State of Texas hereby demands that in the State of Texas, MGC Mortgage, Inc. immediately suspend all foreclosures, all sales of properties previously foreclosed upon, and all evictions of persons residing in previously foreclosed upon properties, until MGC Mortgage, Inc. has done the following:

1. Identify all MGC Mortgage, Inc. employees or agents who "robosigned," as described above, affidavits and other documents which were recorded in the State of Texas;
2. Identify all foreclosures in the State of Texas in connection with which an affidavit or other document with the characteristics listed above was used as part of the foreclosure process;
3. Describe the measures taken by MGC Mortgage, Inc. to ensure that affidavits and other documents are executed in compliance with Texas law;
4. Describe the measures taken by MGC Mortgage, Inc. to comply with the Servicemembers Civil Relief Act in connection with foreclosures;
5. Identify all other loan servicers and/or MERS for whom the above described employees or agents signed affidavits;
6. Provide assurances that all MGC Mortgage, Inc. foreclosures of properties in the State of Texas which relied upon affidavits with the characteristics described above will be rectified and the procedures by which they will be rectified;
7. Provide assurances that all future MGC Mortgage, Inc. foreclosures of properties in the State of Texas will be done with legally correct documentation; and
8. Identify all MGC Mortgage, Inc. employees or agents who are or who signed as officers of other non-related entities.

Please provide your response on or before October 15, 2010.


Sincerely,

Paul D. Carmona
Chief, Consumer Protection and
Public Health Division

Exhibit D

To Affidavit of JoAnn Breitling



Audited by The Advertising Checking Bureau, Inc., 03/21/2008

THE WALL STREET JOURNAL

Tuesday, March 18, 2008 A5

ADVERTISEMENT

To: Mr. Ben Bernanke**Please DON'T PUT GARBAGE in
the FEDERAL RESERVE**

Dear Mr. Bernanke:

I was afraid that if I simply wrote you this letter, you might never see it. I thought this message was important and worthy of effort to attract your attention.

I am sure that you are hearing from the Wall Street crowd about how stupid the marketplace is because the market won't buy all the great loans that Wall Street has produced and how stupid or illiquid the market is because AAA RMBS are being offered at 60 cents on the dollar with no takers. First mortgage syndicated bank loans are offered for 70 cents on the dollar and Wall Street simply cannot believe buyers aren't standing in line to buy.

Consider for a moment that many corporate bonds are trading at premiums above par value. How can this be? If the market is so stupid and there is no liquidity, who is buying those good corporate bonds at 105 cents on the dollar??

**Many AAA mortgage bonds are actually extremely
high risk**

because of little-considered nuances in the hundreds of pages of trust indentures and servicing agreements. In addition to widely understood mortgage default and other concerns, these contracts permit the loan servicers to advance payments on behalf of defaulted homeowners for years and years and years at interest rates of 12% and more. These "servicer advances" put funds back into the trust to be paid out to junior security holders. The "servicer advances" are subsequently repaid FIRST from foreclosed home sales. Therefore, foreclosed home sales may result in little or no proceeds, or even a liability, to the AAAs. This mechanism effectively transfers funds that really should belong to the AAA securities to the junior securities. Servicers that own junior securities are incredibly motivated to drag their feet resolving defaulted loans, which results in great loss to the AAA holders. This is not a misprint. Defaulted first mortgage home loans may become a net liability, not an asset, to some of the AAAs. This is still not widely understood.

**Similarly, "first mortgage syndicated bank loans"
issued since about 2004 are routinely garbage**

and not traditional first mortgages on anything determinable at all. Many, if not most, of these loans permit the borrowers to sell the collateral, keep the money, and reinvest in almost anything they want to, including stock, junk bonds, defaulted loans, or perhaps ice cream cones. Many, if not most, of these syndicated bank loans also permit UNLIMITED amounts of additional "swap" debt that is either senior to or of equal priority with the syndicated loan. These provisions are also not widely understood and are sometimes even disguised in the loan documents.

**Falling prices for these type assets reflect people
finally reading the hundreds of pages of fine print,
not a problem with the marketplace.**

Prices should continue to fall as people wake up to the true nature of these assets. Many "last out" AAA RMBS are still overvalued at 60% of par. Many first mortgage syndicated bank loans are overvalued at 70% of par. Smart buyers won't touch any of this garbage at any price remotely close to what it originally sold for.

The Fed may be walking on very slippery ground.

My fear is that the Fed has little more understanding of the stench of the garbage than many of the current owners who bought all these debt instruments issued since about 2004.

Is the U.S. government taking some of this garbage on its balance sheet as collateral for U.S. Federal Reserve loans? The AAA rating means absolutely nothing. Garbage is garbage even in a fancy wrapper that the rating agencies love.

I do not pretend to know how the Fed is collateralizing its loans. Perhaps I am naïve in underestimating the insightfulness of the Fed, but many intelligent people were caught up in complacent decisions involving these assets. I know nothing more than what I read in the media about the collateral for these Fed loans, but it sure sounds troubling.

Sincerely,

Disclosure Required
Andy Beal
6000 Legacy Drive
Dallas, Texas 75024

Exhibit E

To Affidavit of JoAnn Breitling

CXA Corporation and its affiliates own tranches of the following residential mortgage-backed securities:

ABSHE 2004-HE2	FFMER 2007-3	LMT 2006-5	NHELI 2006-HE3
ABSHE 2005-HE1	FFML 2007-FF1	MABS 2006-HE4	NTIX 2007-HE2
ACE 2006-ASP3	FHLT 2006-B	MABS 2006-HE5	RAAC 2006-RP4
ACE 2006-ASP5	FHLT 2006-D	MABS 2006-NC3	RAMC 2005-1
ACE 2006-ASP6	FHLT 2006-E	MABS 2006-WMC3	RAMC 2005-2
ACE 2007-WM1	GEWMC 2006-1	MABS 2006-WMC4	RAMC 2005-3
ACE 2007-WM2	GSAA 2006-11	MABS 2007-WMC1	SABR 2006-FR4
BALTA 2006-4	GSAA 2006-12	MASD 2006-1	SABR 2006-WM3
BALTA 2006-8	GSAA 2006-17	MLMI 2006-HE5	SABR 2006-WM4
BSABS 2004-HE7	GSAA 2006-19	MLMI 2006-RM4	SABR 2007-BR3
BSABS 2005-CL1	GSAA 2006-5	MLMI 2007-HE1	SABR 2007-BR4
BSABS 2006-AC2	GSAMP 2004-HE1	MSAC 2006-HE7	SASC 2005-SC1
BSABS 2006-AC3	GSAMP 2006-FM2	MSAC 2006-HE8	SASC 2007-BC3
BSABS 2006-AC4	GSAMP 2006-FM3	MSAC 2006-NC4	SASC 2007-OSI
CITM 2007-1	GSRPM 2006-2	MSAC 2007-HE1	SAST 2004-1
CMLTI 2005-OPT1	IXIS 2007-HE1	MSAC 2007-HE3	SAST 2006-3
CMLTI 2006-NC1	JPMAC 2006-HE3	MSAC 2007-NC1	SAST 2007-2
CMLTI 2006-SHL1	JPMAC 2006-WMC4	MSAC 2007-NC2	SURF 2006-BC3
CMLTI 2007-AHL	JPMAC 2007-HE1	MSDWC 2002-NC1	SURF 2006-BC5
CMLTI 2007-AMC2	LBMLT 2006-2	MSHEL 2006-3	SURF 2007-BC2
CMLTI 2007-SHL1	LBMLT 2006-6	MSHEL 2007-1	SVHE 2006-EQ1
CSAB 2006-2	LBMLT 2006-7	MSHEL 2007-2	SVHE 2006-EQ2
CSAB 2006-3	LBMLT 2006-8	MSIX 2006-2	WMABS 2007-HE1
CSAB 2006-4	LBMLT 2006-11	MSM 2006-13AX	WMALT 2007-OC2
EQLS 2007-1	LMT 2006-4	MSM 2006-16AX	WMHE 2007-HE1
		NHELI 2006-FM2	

CXA is investigating possible breaches of representations and warranties that were made with respect to the mortgage loans underlying these RMBS.

If you own positions in any of the above-listed RMBS, please contact Judy Baker at 1-866-668-1503 or jbaker@cxacorporation.com.